

<i>SERFF Tracking Number:</i>	<i>TRVD-125386731</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>St. Paul Fire and Marine Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2007-11-0088</i>		
<i>TOI:</i>	<i>22.0 Aircraft</i>	<i>Sub-TOI:</i>	<i>22.0000 Aircraft</i>
<i>Product Name:</i>	<i>Aviation Flight Plan Preferred</i>		
<i>Project Name/Number:</i>	<i>Aviation Program Form Submission/2007-11-0088</i>		

Filing at a Glance

Companies: St. Paul Fire and Marine Insurance Company, Travelers Property Casualty Company of America

Product Name: Aviation Flight Plan Preferred SERFF Tr Num: TRVD-125386731 State: Arkansas

TOI: 22.0 Aircraft SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 22.0000 Aircraft Co Tr Num: 2007-11-0088 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Authors: Carrie Acuna, Jill Karlstad, Disposition Date: 01/11/2008
Carol Letendre

Date Submitted: 12/20/2007 Disposition Status: Approved

Effective Date Requested (New): 01/21/2008 Effective Date (New): 01/21/2008

Effective Date Requested (Renewal): 01/21/2008 Effective Date (Renewal): 01/21/2008

State Filing Description:

General Information

Project Name: Aviation Program Form Submission

Project Number: 2007-11-0088

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 01/11/2008

State Status Changed: 01/11/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

The purpose of this filing is to place on file a new segment to our Aviation Program. Our new Flight Plan Preferred product is designed for use primarily with the 'Pleasure and Business' and 'Commercial' segments of the General Aviation market. Similar to our initial product ("Flight Plan Premier"), it includes Aviation Liability and Hull Physical Damage coverages applicable to this market, but uses a slightly different 'modular' approach to provide more flexibility for insureds to tailor coverage to their specific needs. Please refer to the enclosed Index of Forms and Filing

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Memorandum for additional information regarding this filing.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Carol Letendre, Senior Regulatory Analyst CLETENDR@travelers.com
385 Washington Street (651) 310-7110 [Phone]
St. Paul, MN 55102 (651) 310-4361[FAX]

Filing Company Information

St. Paul Fire and Marine Insurance Company CoCode: 24767 State of Domicile: Minnesota
385 Washington Street Group Code: 3548 Company Type:
St. Paul, MN 55102 Group Name: State ID Number:
(651) 310-7782 ext. [Phone] FEIN Number: 41-0406690

Travelers Property Casualty Company of CoCode: 25674 State of Domicile: Connecticut
America
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 36-2719165

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Fire and Marine Insurance Company	\$50.00	12/20/2007	17197017
Travelers Property Casualty Company of America	\$0.00	12/20/2007	

SERFF Tracking Number: TRVD-125386731 *State:* Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/11/2008	01/11/2008

SERFF Tracking Number:	TRVD-125386731	State:	Arkansas
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Project Name/Number:	Aviation Program Form Submission/2007-11-0088		

Disposition

Disposition Date: 01/11/2008
Effective Date (New): 01/21/2008
Effective Date (Renewal): 01/21/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: TRVD-125386731 State: Arkansas

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Company Tracking Number: 2007-11-0088

TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft

Product Name: Aviation Flight Plan Preferred

Project Name/Number: Aviation Program Form Submission/2007-11-0088

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AR Filing Memo	Approved	Yes
Supporting Document	Index of Forms	Approved	Yes
Form	FLIGHT PLAN PREMIER AIRCRAFT POLICY DECLARATIONS	Approved	Yes
Form	COVERAGE TERRITORY ENDORSEMENT - USA, CANADA, MEXICO AND DESCRIBED ISLANDS WITH EXCLUDED COUNTRIES OR JURISDICTIONS	Approved	Yes
Form	COVERAGE TERRITORY ENDORSEMENT - WESTERN HEMISPHERE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	Approved	Yes
Form	VIOLATIONS OR OPERATIONAL LIMITATIONS EXCLUSION ENDT - DELETION OF CERTAIN EXCLUSIONS	Approved	Yes
Form	SPECIFIED USAGES OF ROTORCRAFT EXCLUSION ENDORSEMENT	Approved	Yes
Form	COVERAGE TERRITORY ENDORSEMENT - WORLDWIDE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	Approved	Yes
Form	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT	Approved	Yes
Form	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT - ADDITION OF TEMPORARY SUBSTITUTE AIRCRAFT FOR LIABILITY COVERAGES ONLY	Approved	Yes
Form	FLIGHT PLAN PREFERRED AIRCRAFT POLICY DECLARATIONS	Approved	Yes
Form	FLIGHT PLAN PREFERRED AIRCRAFT COVERAGE FORM	Approved	Yes
Form	SCHEDULED AIRCRAFT (CONTINUED)	Approved	Yes

SERFF Tracking Number: TRVD-125386731 State: Arkansas
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TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
Product Name: Aviation Flight Plan Preferred
Project Name/Number: Aviation Program Form Submission/2007-11-0088

Form	PILOT INFORMATION (CONTINUED)	Approved	Yes
Form	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO-EMPLOYEES (AV002)	Approved	Yes
Form	AMENDMENT OF LIMITS - EACH PASSENGER LIMIT	Approved	Yes
Form	FAA REPAIR STATION ENDORSEMENT	Approved	Yes
Form	CARGO LIABILITY COVERAGE	Approved	Yes
Form	LIABILITY COVERAGE FOR CHARTER REFERRAL	Approved	Yes
Form	GARAGEKEEPERS LIABILITY COVERAGE	Approved	Yes
Form	HANGARKEEPERS LIABILITY COVERAGE	Approved	Yes
Form	INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE	Approved	Yes
Form	HOST LIQUOR LIABILITY COVERAGE	Approved	Yes
Form	MEDICAL PAYMENTS COVERAGE FOR AVIATION PREMISES	Approved	Yes
Form	LIABILITY COVERAGE FOR MOBILE EQUIPMENT	Approved	Yes
Form	PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT	Approved	Yes
Form	LIABILITY COVERAGE FOR PROPERTY DAMAGE BY FIRE	Approved	Yes
Form	LIABILITY COVERAGE FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS	Approved	Yes
Form	LIABILITY FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT	Approved	Yes
Form	COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE	Approved	Yes
Form	LIABILITY COVERAGE FOR THE SALE OF AIRCRAFT AND AIRCRAFT	Approved	Yes

SERFF Tracking Number: TRVD-125386731 State: Arkansas
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 Project Name/Number: Aviation Program Form Submission/2007-11-0088

PRODUCTS AND SERVICES

Form	COVERAGE FOR SEARCH AND RESCUE EXPENSES	Approved	Yes
Form	LIABILITY COVERAGE FOR PERSONAL INJURY	Approved	Yes
Form	LIABILITY COVERAGE FOR USE OF AN AUTO ON AVIATION PREMISES	Approved	Yes
Form	PARACHUTING OR SKYDIVING EXCLUSION	Approved	Yes
Form	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO-EMPLOYEES (AV052)	Approved	Yes
Form	LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS	Approved	Yes
Form	HOLDING ENTITY ENDORSEMENT	Approved	Yes
Form	LIMITED NUCLEAR RISKS EXCLUSION ENDT	Approved	Yes
Form	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT - OCCURRENCE LIMIT	Approved	Yes
Form	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT - AGGREGATE LIMIT	Approved	Yes
Form	LIMITED DATE RECOGNITION EXCLUSION ENDT	Approved	Yes
Form	CONSEQUENTIAL LOSS EXCLUSION	Approved	Yes
Form	LIABILITY COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT OTHER THAN PASSENGER LIABILITY	Approved	Yes
Form	WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	Approved	Yes
Form	AUTOMATIC INSURANCE FOR INCREASED VALUE OF "SCHEDULED AIRCRAFT" AND SPARE ENGINES AND SPARE PARTS ENDORSEMENT	Approved	Yes

SERFF Tracking Number: TRVD-125386731 State: Arkansas
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TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
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Project Name/Number: Aviation Program Form Submission/2007-11-0088

Form	FORCED LANDING EXPENSE ENDORSEMENT	Approved	Yes
Form	MECHANICS' TOOLS COVERAGE ENDORSEMENT	Approved	Yes
Form	REMOVAL EXPENSE ENDORSEMENT	Approved	Yes
Form	REPLACEMENT AIRCRAFT RENTAL OR LEASING EXPENSE ENDORSEMENT	Approved	Yes
Form	RUNWAY FOAMING AND CRASH CONTROL EXPENSE ENDORSEMENT	Approved	Yes
Form	TEMPORARY REPLACEMENT PARTS RENTAL EXPENSE ENDORSEMENT	Approved	Yes
Form	TRIP INTERRUPTION EXPENSE ENDORSEMENT	Approved	Yes
Form	CONTRACTUALLY REQUIRED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT	Approved	Yes
Form	SPARE ENGINES AND SPARE PARTS AS COVERED PROPERTY ENDT	Approved	Yes
Form	HANGARKEEPERS WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	Approved	Yes
Form	WORK IN PROGRESS VALUATION ENDORSEMENT	Approved	Yes
Form	LIMITED WAR RISK PHYSICAL DAMAGE & EXTORTION & HIJACKING & CONFISCATION EXTRA EXPENSE COVERAGE ENDT	Approved	Yes

SERFF Tracking Number: TRVD-125386731 State: Arkansas

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TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft

Product Name: Aviation Flight Plan Preferred

Project Name/Number: Aviation Program Form Submission/2007-11-0088

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	FLIGHT PLAN PREMIER AIRCRAFT POLICY DECLARATIONS	AV001	11-07	Declaration Replaced s/Schedule	Replaced Form #:0.00 AV001, 5-07 Previous Filing #: Department Filing No.: AR-PC-07-024065 ; Our Company Filing No.: 2007-04-0007		AV001_____ 2007-11-01____.PDF
Approved	COVERAGE TERRITORY ENDORSEMENT - USA, CANADA, MEXICO AND DESCRIBED ISLANDS WITH EXCLUDED COUNTRIES OR JURISDICTIONS	AV011	11-07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 AV011, 1-07 Previous Filing #: Department Filing No.: AR-PC-07-024065 ; Our Company Filing No.: 2007-04-0007		AV011_____ 2007-11-01____.PDF
Approved	COVERAGE TERRITORY ENDORSEMENT - WESTERN HEMISPHERE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	AV012	11-07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 AV012, 1-07 Previous Filing #: Department Filing No.: AR-PC-07-024065 ; Our Company Filing No.: 2007-04-0007		AV012_____ 2007-11-01____.PDF
Approved	VIOLATIONS OR OPERATIONAL LIMITATIONS EXCLUSION ENDT -	AV025	11-07	Endorsement New nt/Amendment/Conditions		0.00	AV025_____ 2007-11-01____.PDF

SERFF Tracking Number: TRVD-125386731 State: Arkansas

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TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft

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Project Name/Number: Aviation Program Form Submission/2007-11-0088

DELETION OF
CERTAIN
EXCLUSIONS

Approved	SPECIFIED USAGES OF ROTORCRAFT EXCLUSION ENDORSEMENT	AV026	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV026_____ 2007-11- 01____.PDF
Approved	COVERAGE TERRITORY ENDORSEMENT - WORLDWIDE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	AV028	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV028_____ 2007-11- 01____.PDF
Approved	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT	AV030	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV030_____ 2007-11- 01____.PDF
Approved	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT - ADDITION OF TEMPORARY SUBSTITUTE AIRCRAFT FOR LIABILITY COVERAGES ONLY	AV031	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV031_____ 2007-11- 01____.PDF
Approved	FLIGHT PLAN PREFERRED AIRCRAFT POLICY DECLARATIONS	AV051	11-07	Declaration New s/Schedule	0.00	AV051_____ 2007-11- 01____.PDF
Approved	FLIGHT PLAN PREFERRED	AV052	11-07	Policy/CoveNew rage Form	0.00	AV052_____ 2007-11-

SERFF Tracking Number: TRVD-125386731 State: Arkansas

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Company Tracking Number: 2007-11-0088

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Project Name/Number: Aviation Program Form Submission/2007-11-0088

	AIRCRAFT COVERAGE FORM						01____.PDF
Approved	SCHEDULED AIRCRAFT (CONTINUED)	AV053	11-07	Declaration New s/Schedule		0.00	AV053____ 2007-11- 01____.PDF
Approved	PILOT INFORMATION (CONTINUED)	AV054	11-07	Declaration New s/Schedule		0.00	AV054____ 2007-11- 01____.PDF
Approved	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO- EMPLOYEES (AV002)	AV116	11-07	Endorseme New nt/Amendm ent/Condi tions		0.00	AV116____ 2007-11- 01____.PDF
Approved	AMENDMENT OF LIMITS - EACH PASSENGER LIMIT	AV117	11-07	Endorseme New nt/Amendm ent/Condi tions		0.00	AV117____ 2007-11- 011____.PDF
Approved	FAA REPAIR STATION ENDORSEMENT	AV120	11-07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 AV120, 1-07 Previous Filing #: Department Filing No.: AR-PC-07- 024065 ; Our Company Filing No.: 2007-04- 0007		AV120____ 2007-11- 01____.PDF
Approved	CARGO LIABILITY COVERAGE	AV200	11-07	Endorseme New nt/Amendm ent/Condi tions		0.00	AV200____ 2007-11- 01____.PDF
Approved	LIABILITY COVERAGE	AV201	11-07	Endorseme New nt/Amendm		0.00	AV201____ 2007-11-

SERFF Tracking Number: TRVD-125386731 State: Arkansas
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Project Name/Number: Aviation Program Form Submission/2007-11-0088

	FOR CHARTER REFERRAL			ent/Condi tions		01___.PDF
Approved	GARAGEKEEPER AV202 LIABILITY COVERAGE	11-07		Endorsement/New Amendment/Condi tions	0.00	AV202_____ 2007-11- 01___.PDF
Approved	HANGARKEEPER AV203 LIABILITY COVERAGE	11-07		Endorsement/New Amendment/Condi tions	0.00	AV203_____ 2007-11- 01___.PDF
Approved	INCIDENTAL AV204 MEDICAL MALPRACTICE LIABILITY COVERAGE	11-07		Endorsement/New Amendment/Condi tions	0.00	AV204_____ 2007-11- 01___.PDF
Approved	HOST LIQUOR AV205 LIABILITY COVERAGE	11-07		Endorsement/New Amendment/Condi tions	0.00	AV205_____ 2007-11- 01___.PDF
Approved	MEDICAL AV206 PAYMENTS COVERAGE FOR AVIATION PREMISES	11-07		Endorsement/New Amendment/Condi tions	0.00	AV206_____ 2007-11- 01___.PDF
Approved	LIABILITY AV207 COVERAGE FOR MOBILE EQUIPMENT	11-07		Endorsement/New Amendment/Condi tions	0.00	AV207_____ 2007-11- 01___.PDF
Approved	PASSENGER AV208 VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON- OWNED AIRCRAFT	11-07		Endorsement/New Amendment/Condi tions	0.00	AV208_____ 2007-11- 01___.PDF
Approved	LIABILITY AV209	11-07		Endorsement/New	0.00	AV209____

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Project Name/Number: Aviation Program Form Submission/2007-11-0088

	COVERAGE FOR PROPERTY DAMAGE BY FIRE			nt/Amendm ent/Condi ons		2007-11- 01__.PDF
Approved	LIABILITY COVERAGE FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS	AV210	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV210____ 2007-11- 01__.PDF
Approved	LIABILITY FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT	AV211	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV211____ 2007-11- 01__.PDF
Approved	COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE	AV212	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV212____ 2007-11- 01__.PDF
Approved	LIABILITY COVERAGE FOR THE SALE OF AIRCRAFT AND AIRCRAFT PRODUCTS AND SERVICES	AV213	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV213____ 2007-11- 01__.PDF
Approved	COVERAGE FOR SEARCH AND RESCUE EXPENSES	AV214	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV214____ 2007-11- 01__.PDF
Approved	LIABILITY COVERAGE FOR PERSONAL INJURY	AV215	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV215____ 2007-11- 01__.PDF
Approved	LIABILITY COVERAGE	AV216	11-07	Endorseme New nt/Amendm	0.00	AV216____ 2007-11-

SERFF Tracking Number: TRVD-125386731 State: Arkansas

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Product Name: Aviation Flight Plan Preferred

Project Name/Number: Aviation Program Form Submission/2007-11-0088

	FOR USE OF AN AUTO ON AVIATION PREMISES			ent/Condi ons		01__.PDF
Approved	PARACHUTING OR SKYDIVING EXCLUSION	AV217	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV217____ 2007-11- 01__.PDF
Approved	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO- EMPLOYEES (AV052)	AV218	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV218____ 2007-11- 01__.PDF
Approved	LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS	AV219	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV219____ 2007-11- 011__.PDF
Approved	HOLDING ENTITY ENDORSEMENT	AV220	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV220____ 2007-11- 01__.PDF
Approved	LIMITED NUCLEAR RISKS EXCLUSION ENDT	AV222	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV222____ 2007-11- 01__.PDF
Approved	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT -	AV223	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV223____ 2007-11- 01__.PDF

SERFF Tracking Number: TRVD-125386731 State: Arkansas

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TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft

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Project Name/Number: Aviation Program Form Submission/2007-11-0088

OCCURRENCE
LIMIT

Approved	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT - AGGREGATE LIMIT	AV224	11-07	Endorsement/Amendment/Conditions	New	0.00	AV224_____ 2007-11-01____.PDF
Approved	LIMITED DATE RECOGNITION EXCLUSION ENDT	AV225	11-07	Endorsement/Amendment/Conditions	New	0.00	AV225_____ 2007-11-01____.PDF
Approved	CONSEQUENTIAL LOSS EXCLUSION	AV226	11-07	Endorsement/Amendment/Conditions	New	0.00	AV226_____ 2007-11-01____.PDF
Approved	LIABILITY COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT OTHER THAN PASSENGER LIABILITY	AV227	11-07	Endorsement/Amendment/Conditions	New	0.00	AV227_____ 2007-11-01____.PDF
Approved	WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	AV507	11-07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: 0.00 AV507, 1-07 Previous Filing #: Department Filing No.: AR-PC-07-024065 ; Our Company Filing No.: 2007-04-0007	AV507_____ 2007-01-01____.PDF

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Project Name/Number: Aviation Program Form Submission/2007-11-0088

Approved	AUTOMATIC INSURANCE FOR INCREASED VALUE OF "SCHEDULED AIRCRAFT" AND SPARE ENGINES AND SPARE PARTS ENDORSEMENT	AV600	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV600____ 2007-11- 01____.PDF
Approved	FORCED LANDING EXPENSE ENDORSEMENT	AV601	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV601____ 2007-11- 01____.PDF
Approved	MECHANICS' TOOLS COVERAGE ENDORSEMENT	AV602	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV602____ 2007-11- 01____.PDF
Approved	REMOVAL EXPENSE ENDORSEMENT	AV603	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV603____ 2007-11- 01____.PDF
Approved	REPLACEMENT AIRCRAFT RENTAL OR LEASING EXPENSE ENDORSEMENT	AV604	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV604____ 2007-11- 01____.PDF
Approved	RUNWAY FOAMING AND CRASH CONTROL EXPENSE ENDORSEMENT	AV605	11-07	Endorseme New nt/Amendm ent/Condi ons	0.00	AV605____ 2007-11- 01____.PDF
Approved	TEMPORARY REPLACEMENT PARTS RENTAL	AV606	11-07	Endorseme New nt/Amendm ent/Condi	0.00	AV606____ 2007-11- 01____.PDF

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EXPENSE ENDORSEMENT						
Approved	TRIP	AV607	11-07	Endorseme New nt/Amendm ent/Condi	0.00	AV607____ 2007-11-01____.PDF
Approved	INTERRUPTION EXPENSE ENDORSEMENT	AV608	11-07	Endorseme New nt/Amendm ent/Condi	0.00	AV608____ 2007-11-01____.PDF
Approved	CONTRACTUAL LY REQUIRED PRIMARY AND NON- CONTRIBUTOR Y ENDORSEMENT	AV609	11-07	Endorseme New nt/Amendm ent/Condi	0.00	AV609____ 2007-11-01____.PDF
Approved	SPARE ENGINES AND SPARE PARTS AS COVERED PROPERTY ENDT	AV610	11-07	Endorseme New nt/Amendm ent/Condi	0.00	AV610____ 2007-11-01____.PDF
Approved	HANGARKEEPE RS WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	AV611	11-07	Endorseme New nt/Amendm ent/Condi	0.00	AV611____ 2007-11-01____.PDF
Approved	WORK IN PROGRESS VALUATION ENDORSEMENT	AV612	11-07	Endorseme New nt/Amendm ent/Condi	0.00	AV612____ 2007-11-01____.PDF
Approved	LIMITED WAR RISK PHYSICAL DAMAGE & EXTORTION & HIJACKING & CONFISCATION EXTRA EXPENSE COVERAGE ENDT					

FLIGHT PLAN PREMIER AIRCRAFT POLICY DECLARATIONS

Your policy consists of this Declarations and the Aircraft Coverage Form. It may also include one or more endorsements.

By signing below, the President and Secretary of the Insuring Company agree on behalf of the Insuring Company to all the terms of this Policy.

In return for payment of the premium, the Insuring Company agrees with the Named Insured to provide the insurance afforded by this policy.


Secretary


President

Insuring Company:	Address:
--------------------------	-----------------

Named Insured:	Mailing Address:
Form of Business: <i>(Corporation, Individual, etc.)</i>	

Policy number:	
Policy period:	From to 12:01 A.M. Standard Time at the Named Insured's mailing address.
Total Annual Premium:	

Name of Agent or Broker and Address:	Countersigned by: <div style="text-align: center; border-top: 1px solid black; margin: 10px 0;">Authorized Representative</div> Date: <div style="border-top: 1px solid black; margin-top: 10px;"></div>
---	--

PART 1 - LIABILITY COVERAGES and LIMITS OF INSURANCE

This insurance applies only to those Coverages for which Limits of Insurance are shown below.
The Limits of Insurance provided for each coverage will not exceed:

<u>COVERAGE</u>	<u>LIMITS OF INSURANCE</u>	
Aggregate Limit (Not applicable to Coverage A, B, C, D, E, F or H)	\$	
Coverage A - Liability For Scheduled Aircraft		
Aircraft 1 on Schedule	\$	Each Occurrence
Coverage B - Liability For Use Of Non-Owned Aircraft	\$	Each Occurrence
Reporting Grace Period:	Consecutive Days	
Maximum Number of Seats:		
Coverage C - Automatic Insurance For Newly Acquired Aircraft	\$	Each Occurrence
Number of Reporting Days:		
Coverage D - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft:		
a. With respect to any "scheduled aircraft" or "temporary substitute aircraft":		
Each Non-Crew-Member Passenger	\$	Each Occurrence
Each Crew-Member	\$	Each Occurrence
b. With respect to "non-owned aircraft" except a "temporary substitute aircraft":		
Each Non-Crew-Member Passenger	\$	Each Occurrence
Each Crew-Member	\$	Each Occurrence
Total Non-Owned Aircraft Non-Crew-Members and Crew-Member Passengers	\$	Each Occurrence
Maximum Weekly Indemnity Limit (Each Passenger)	\$	Each Occurrence
Maximum Indemnity Period:	Consecutive Weeks	
Coverage E - Medical Payments For Scheduled And Non-Owned Aircraft		
a. With respect to any "scheduled aircraft" or "temporary substitute aircraft":		
Each Non-Crew-Member	\$	Each Occurrence
Each Crew-Member	\$	Each Occurrence
b. With respect to "non-owned aircraft" except a "temporary substitute aircraft":		
Each Non-Crew-Member	\$	Each Occurrence
Each Crew-Member	\$	Each Occurrence
Coverage F - Liability For Property Damage To Non-Owned Aircraft	\$	Each Occurrence
Reporting Grace Period:	Consecutive Days	
Maximum Number of Seats:		

PART 1 - LIABILITY COVERAGES and LIMITS OF INSURANCE (continued)

Coverage G - Liability For Property Damage To Hangars And Their Contents	\$	Each Occurrence
Coverage H - Liability For Use Of An Auto On Aviation Premises	\$	Each Occurrence
Coverage I - Liability For Contractual Agreements	\$	Each Occurrence
Coverage J - Liability For Aviation Premises	\$	Each Occurrence
Coverage K - Medical Payments For Aviation Premises	\$	Each Occurrence
Coverage L - Liability For Personal Injury	\$	All Persons or Organizations
Coverage M - Liability For The Sale Of Aircraft And Aircraft Products Or Services	\$	Each Occurrence
Coverage N - Liability For Property Damage By Fire	\$	Each Occurrence
Coverage O - Liability For Mobile Equipment	\$	Each Occurrence
Coverage P - Liability For Charter Referral	\$	Each Occurrence
Coverage Q - Hangarkeepers Liability	\$	Each Occurrence
Each Aircraft Deductible	\$	
Each Occurrence Deductible	\$	
Coverage R - Garagekeepers Liability	\$	Each Occurrence
Each Auto Deductible	\$	
Each Occurrence Deductible	\$	
Coverage S - Cargo Liability	\$	Each Occurrence
Deductible	\$	
Coverage T - Personal Effects And Baggage Loss Or Damage	\$	Each Passenger / Each Occurrence
Each Passenger Deductible	\$	Each Passenger / Each Occurrence
Coverage U - Incidental Medical Malpractice Liability	\$	Each Occurrence
Coverage V - Host Liquor Liability	\$	Each Occurrence
Coverage W - Search And Rescue Expense	\$	Each Occurrence

PART 2 - HULL PHYSICAL DAMAGE COVERAGES and LIMITS OF INSURANCE

This insurance applies only to those Coverages for which Limits of Insurance are shown below.

The Limits of Insurance provided for each coverage will not exceed:

<u>COVERAGE</u>	<u>LIMITS OF INSURANCE</u>	
Maximum Per Aircraft	\$	
Spare Engines And Spare Parts	\$	
Deductible	\$	
Automatic Insurance For Newly Purchased Or Leased Aircraft		
Number of Reporting Days		
Runway Foaming And Crash Control Expense	\$	
Automatic Insurance For Increased Value Of Scheduled Aircraft	\$	
Spare Engines And Spare Parts	\$	
Removal Expense	\$	
Forced Landing Expense	Included	
Trip Interruption Expense	\$	
<u>Coverage Extensions</u>		
Temporary Replacement Parts Rental Expense	\$	
Deductible Period		Consecutive Days
Replacement Aircraft Rental Or Leasing Expense	\$	Each Day
	\$	Each Event
Deductible Period		Consecutive Days
Mechanics Tools	\$	Each Employee /
	\$	Each Event
Deductible	\$	Each Event

Scheduled Aircraft

Aircraft #		
	Aircraft Registration Number: _____ Year Built: _____ Make & Model: _____ Number of Seats: Crew: _____ Passenger: _____ Aircraft Usage: Pleasure and Business: _____ Industrial Aid: _____ Commercial: Charter/Air Taxi: _____ *Special: _____	Limit of Insurance: _____ \$ _____ Deductibles: _____ In-Motion: _____ Not-In-Motion: _____
	Aircraft Registration Number: _____ Year Built: _____ Make & Model: _____ Number of Seats: Crew: _____ Passenger: _____ Aircraft Usage: Pleasure and Business: _____ Industrial Aid: _____ Commercial: Charter/Air Taxi: _____ *Special: _____	Limit of Insurance: _____ \$ _____ Deductibles: _____ In-Motion: _____ Not-In-Motion: _____
	Aircraft Registration Number: _____ Year Built: _____ Make & Model: _____ Number of Seats: Crew: _____ Passenger: _____ Aircraft Usage: Pleasure and Business: _____ Industrial Aid: _____ Commercial: Charter/Air Taxi: _____ *Special: _____	Limit of Insurance: _____ \$ _____ Deductibles: _____ In-Motion: _____ Not-In-Motion: _____
	Aircraft Registration Number: _____ Year Built: _____ Make & Model: _____ Number of Seats: Crew: _____ Passenger: _____ Aircraft Usage: Pleasure and Business: _____ Industrial Aid: _____ Commercial: Charter/Air Taxi: _____ *Special: _____	Limit of Insurance: _____ \$ _____ Deductibles: _____ In-Motion: _____ Not-In-Motion: _____
	Aircraft Registration Number: _____ Year Built: _____ Make & Model: _____ Number of Seats: Crew: _____ Passenger: _____ Aircraft Usage: Pleasure and Business: _____ Industrial Aid: _____ Commercial: Charter/Air Taxi: _____ *Special: _____	Limit of Insurance: _____ \$ _____ Deductibles: _____ In-Motion: _____ Not-In-Motion: _____
Aircraft #	* Description of Special Usage:	

Pilot Information

Aircraft #	Coverage provided by this policy will be effective while the aircraft is "in-flight" ONLY if the following conditions are met:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY ENDORSEMENT - UNITED STATES OF AMERICA, CANADA, MEXICO AND DESCRIBED ISLANDS WITH EXCLUDED COUNTRIES OR JURISDICTIONS

This policy is amended as follows:

SCHEDULE

OTHER EXCLUDED COUNTRIES OR JURISDICTIONS:

The "coverage territory" definition of **PART 3 - DEFINITIONS** is deleted and replaced with the following:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, and Mexico;
- b. Bermuda, the Bahamas, and the islands of the Caribbean; or
- c. International waters or airspace, but only for:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place;
 - (2) "Personal injury", if coverage for such injury is provided by this policy, caused by an offense committed;
 - (3) Direct physical loss or damage covered under **PART 1 - LIABILITY COVERAGES**, if coverage for such loss or damage is provided by this policy, caused by an "occurrence" that takes place; or
 - (4) Direct physical loss or damage covered under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** that takes place;

provided that, for **PART 1 - LIABILITY COVERAGES**, the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. or b. above or in a settlement we agree to.

"Coverage territory" does not include:

- a. Any country or jurisdiction while any embargo, trade sanction or similar regulation imposed by the United States of America applies to, and prohibits the transaction of business with or within, that country or jurisdiction; or
- b. Any other excluded country or jurisdiction shown in the Schedule above.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY ENDORSEMENT - WESTERN HEMISPHERE WITH EXCLUDED COUNTRIES OR JURISDICTIONS

This policy is amended as follows:

SCHEDULE

OTHER EXCLUDED COUNTRIES OR JURISDICTIONS:

The "coverage territory" definition of **PART 3 - DEFINITIONS** is deleted and replaced with the following:

"Coverage territory" means:

- a. Anywhere in the Western Hemisphere; or
- b. International waters or airspace, but only for:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place;
 - (2) "Personal injury", if coverage for such injury is provided by this policy, caused by an offense committed;
 - (3) Direct physical loss or damage covered under **PART 1 - LIABILITY COVERAGES**, if coverage for such loss or damage is provided by this policy, caused by an "occurrence" that takes place; or
 - (4) Direct physical loss or damage covered under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** that takes place;

in the course of travel or transportation between any places included in Paragraph a. above;

provided that, for **PART 1 - LIABILITY COVERAGES**, the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

"Coverage territory" does not include:

- a. Any country or jurisdiction while any embargo, trade sanction or similar regulation imposed by the United States of America applies to, and prohibits the transaction of business with, or within, that country or jurisdiction; or
- b. Any other excluded country or jurisdiction shown in the Schedule above.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIOLATIONS OR OPERATIONAL LIMITATIONS EXCLUSION
ENDORSEMENT - DELETION OF CERTAIN EXCLUSIONS**

This policy is amended as follows:

1. Paragraphs **c., e. and f.** of the **Airworthiness, Unlawful Purpose Or Other Violations Or Operational Limitations** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions** are deleted.
2. Paragraphs **d., f. and g.** of exclusion **2.** of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 2 - Exclusions** are deleted.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED USAGES OF ROTORCRAFT EXCLUSION ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Additional Excluded Usages:

1. The following Exclusion is added to **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This insurance does not apply to:

Rotorcraft Usages

"Bodily injury", "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of the use of a rotorcraft for or in connection with:

- a. Offshore oil drilling;
- b. Fire fighting, fire support, fire starting or slash burning;
- c. Carriage of external cargo or loads;
- d. Construction or erection;
- e. Wire stringing;
- f. Geographic, geodetic or geographical survey;
- g. Carriage of dangerous, hazardous or explosive cargo;
- h. Aerial advertising;
- i. Glacier landings;
- j. Towing of any objects;
- k. Animal hunting, roundup or herding;
- l. Recreational or sporting activity; or
- m. Any other additional excluded usage shown in the Schedule above.

Name of Insured

Policy Number

Effective Date

Processing Date

2. The following Exclusion is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 2 - Exclusions:**

We will not pay for loss or damage caused by or resulting from the use of a rotorcraft for or in connection with:

- a. Offshore oil drilling;
- b. Fire fighting, fire support, fire starting or slash burning;
- c. Carriage of external cargo or loads;
- d. Construction or erection;
- e. Wire stringing;
- f. Geographic, geodetic or geographical survey;
- g. Carriage of dangerous, hazardous or explosive cargo;
- h. Aerial advertising;
- i. Glacier landings;
- j. Towing of any objects;
- k. Animal hunting, roundup or herding;
- l. Recreational or sporting activity; or
- m. Any other additional excluded usage shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE TERRITORY ENDORSEMENT - WORLDWIDE WITH
EXCLUDED COUNTRIES OR JURISDICTIONS**

This policy is amended as follows:

SCHEDULE

OTHER EXCLUDED COUNTRIES OR JURISDICTIONS:

The "coverage territory" definition of **PART 3 - DEFINITIONS** is deleted and replaced with the following:

"Coverage territory" means anywhere in the world except:

- a. Any country or jurisdiction while any embargo, trade sanction or similar regulation imposed by the United States of America applies to, and prohibits the transaction of business with, or within, that country or jurisdiction; or
- b. Any other excluded country or jurisdiction shown in the Schedule above.

Name of Insured	Policy Number	Effective Date
		Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT
FOR USE ONLY WITH AV002

This policy is amended as follows:

1. The following replaces the definition of "scheduled aircraft" in **PART 3 - DEFINITIONS**:
"Scheduled aircraft":
 - a. Means:
 - (1) Any aircraft listed in the Scheduled Aircraft section of the Declarations; or
 - (2) For **PART 1 - LIABILITY COVERAGES** only, any aircraft covered under **Coverage C**.
 - b. Includes the following for any aircraft listed in the Scheduled Aircraft section of the Declarations or, for **PART 1 - LIABILITY COVERAGES** only, any aircraft covered under **Coverage C**:
 - (1) The aircraft's propulsion system;
 - (2) Parts and equipment installed in or on the aircraft;
 - (3) Parts that are temporarily removed from the aircraft;
 - (4) Parts that are removed from the aircraft until replaced by similar parts; and
 - (5) Tools and repair equipment that are standard for the aircraft and are normally carried on the aircraft.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT -
ADDITION OF TEMPORARY SUBSTITUTE AIRCRAFT FOR
LIABILITY COVERAGES ONLY**

This policy is amended as follows:

1. The following replaces the definition of "scheduled aircraft" in **PART 3 - DEFINITIONS**:
"Scheduled aircraft":
 - a. Means:
 - (1) Any aircraft listed in the Scheduled Aircraft section of the Declarations; or
 - (2) For **PART 1 - LIABILITY COVERAGES** only
 - (a) Any aircraft covered under **Coverage C**; or
 - (b) Any "temporary substitute aircraft".
 - b. Includes the following for any aircraft listed in the Scheduled Aircraft section of the Declarations or, for **PART 1 - LIABILITY COVERAGES** only, any aircraft covered under **Coverage C**:
 - (1) The aircraft's propulsion system;
 - (2) Parts and equipment installed in or on the aircraft;
 - (3) Parts that are temporarily removed from the aircraft;
 - (4) Parts that are removed from the aircraft until replaced by similar parts; and
 - (5) Tools and repair equipment that are standard for the aircraft and are normally carried on the aircraft.
2. The following is added to Paragraph 3. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

If the aircraft is a "temporary substitute aircraft", the applicable Each Occurrence Limit is the Each Occurrence Limit shown in the Declarations for the "scheduled aircraft" that such "temporary substitute aircraft" is used in place of.

Name of Insured

Policy Number

Effective Date

Processing Date

FLIGHT PLAN PREFERRED AIRCRAFT POLICY DECLARATIONS

Your policy consists of this Declarations and the Flight Plan Preferred Aircraft Coverage Form. It may also include one or more endorsements.

By signing below, the President and Secretary of the Insuring Company agree on behalf of the Insuring Company to all the terms of this Policy.

In return for payment of the premium, the Insuring Company agrees with the Named Insured to provide the insurance afforded by this policy.


Secretary


President

Insuring Company:	Address:
--------------------------	-----------------

Named Insured:	Mailing Address:
Form of Business: <i>(Corporation, Individual, etc.)</i>	

Policy number:	
Policy period:	<div style="display: flex; justify-content: space-between;"> From to </div> <div style="text-align: center; margin-top: 5px;">12:01 A.M. Standard Time at the Named Insured's mailing address.</div>
Total Annual Premium:	

Name of Agent or Broker and Address:	Countersigned by: <div style="text-align: center; margin-top: 20px;"> _____ Authorized Representative </div> <div style="margin-top: 20px;"> Date: _____ </div>
---	--

PART 1 - LIABILITY COVERAGES and LIMITS OF INSURANCE

This insurance applies only to those Coverages for which Limits of Insurance are shown below.

The Limits of Insurance provided for each Coverage will not exceed:

<u>COVERAGE</u>	<u>LIMITS OF INSURANCE</u>	
Aggregate Limit (Not applicable to Coverage A, B or C)	\$	
Coverage A - Liability For Scheduled Aircraft	<u>Each Passenger Limit</u>	<u>Each Occurrence Limit</u>
Aircraft 1 on Schedule	\$	\$
Coverage B - Liability For Use Of Non-Owned Aircraft	\$	Each Occurrence
	\$	Each Passenger
Reporting Grace Period:	Consecutive Days	
Maximum Number of Seats:		
Coverage C - Automatic Insurance For Newly Acquired Aircraft	\$	Each Occurrence
	\$	Each Passenger
Number of Reporting Days:		
Coverage D - Medical Payments For Scheduled And Non-Owned Aircraft:		
a. With respect to any "scheduled aircraft" or "temporary substitute aircraft":		
Each Non-Crew-Member	\$	Each Occurrence
Each Crew-Member	\$	Each Occurrence
b. With respect to "non-owned aircraft" except a "temporary substitute aircraft":		
Each Non-Crew-Member	\$	Each Occurrence
Each Crew-Member	\$	Each Occurrence
Total Non-Owned Aircraft Non-Crew-Members and Crew-Member Passengers	\$	Each Occurrence
Maximum Weekly Indemnity Limit (Each Passenger)	\$	Each Occurrence
Maximum Indemnity Period:	Consecutive Weeks	
Coverage E - Liability For Aviation Premises	\$	Each Occurrence

PART 2 - HULL PHYSICAL DAMAGE COVERAGES and LIMITS OF INSURANCE

This insurance applies only if a Maximum Per Aircraft Limit of Insurance is shown below.

COVERAGE

LIMITS OF INSURANCE

Maximum Per Aircraft

\$

Automatic Insurance For Newly Purchased Or Leased Aircraft

Number of Reporting Days:

Scheduled Aircraft

Aircraft #		
	Aircraft Registration Number: Year Built: Make & Model:	Limit of Insurance: \$
	Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Deductibles: In-Motion: Not-In-Motion:
	Aircraft Registration Number: Year Built: Make & Model:	Limit of Insurance: \$
	Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Deductibles: In-Motion: Not-In-Motion:
	Aircraft Registration Number: Year Built: Make & Model:	Limit of Insurance: \$
	Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Deductibles: In-Motion: Not-In-Motion:
	Aircraft Registration Number: Year Built: Make & Model:	Limit of Insurance: \$
	Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Deductibles: In-Motion: Not-In-Motion:
	Aircraft Registration Number: Year Built: Make & Model:	Limit of Insurance: \$
	Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Deductibles: In-Motion: Not-In-Motion:
Aircraft #	* Description of Special Usage:	

Pilot Information

Aircraft #	Coverage provided by this policy will be effective while the aircraft is "in-flight" <u>ONLY</u> if the following conditions are met:

TABLE OF CONTENTS

**FLIGHT PLAN PREFERRED
AIRCRAFT COVERAGE FORM
AV052**

	Beginning on Page:
PART 1 - LIABILITY COVERAGES	2
Section 1 - Coverages	2
Section 2 - Defense	5
Section 3 - Supplementary Payments	5
Section 4 - Exclusions	6
Section 5 - Who Is An Insured	11
Section 6 - Limits Of Insurance	14
Section 7 - Liability Coverages Conditions	16
PART 2 - HULL PHYSICAL DAMAGE COVERAGES	19
Section 1 - Coverages	19
Section 2 - Exclusions	19
Section 3 - Limits Of Insurance	22
Section 4 - Deductible	22
Section 5 - Hull Physical Damage Coverages Conditions	23
Section 6 - Other Insurance	25
Section 7 - Concealment, Misrepresentation Or Fraud	25
PART 3 - DEFINITIONS	25
PART 4 - COMMON POLICY CONDITIONS	33

AIRCRAFT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy:

1. The words "you" and "your" refer to the Named Insured shown in the Declarations. For **PART 1 - LIABILITY COVERAGES** only, the words "you" and "your" also refer to any other person or organization qualifying as a Named Insured under this policy;
2. The words "we", "us" and "our" refer to the company providing this insurance;
3. The word "insured" means any person or organization qualifying as such under **PART 1 - Section 5 - Who Is An Insured**;
4. The words "policy period" mean the policy period shown in the Declarations; and
5. Other words and phrases that appear in quotation marks have special meaning. Refer to **PART 3 - DEFINITIONS**.

PART 1 - LIABILITY COVERAGES

Important Note: This insurance applies only to those Coverages for which Limits Of Insurance are shown in the Declarations or in a Schedule of an endorsement to this policy.

Section 1 - Coverages

Coverage A - Liability For Scheduled Aircraft

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if the "bodily injury" or "property damage":

1. Arises out of the ownership, maintenance or use of "scheduled aircraft"; and
2. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

Coverage B - Liability For The Use Of Non-Owned Aircraft

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if the "bodily injury" or "property damage":

1. Arises out of the use of "non-owned aircraft" by you or on your behalf; and
2. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

AIRCRAFT COVERAGE FORM

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

The insurance provided under **Coverage B** is subject to the following provision:

You must report to us as soon as practicable the lease or use of any "non-owned aircraft" that exceeds the Reporting Grace Period shown in the Declarations. We may request additional information and charge an additional premium for this lease or use. Your inadvertent failure to report to us this lease or use will not void this coverage if you report to us this lease or use as soon as possible after the omission is discovered, and we still may request additional information and charge an additional premium for this lease or use at that time.

Coverage C - Automatic Insurance For Newly Acquired Aircraft

If, during the policy period shown in the Declarations, you become the:

1. Owner of an aircraft; or
2. Exclusive lessee of an aircraft, and you are required to provide liability insurance for such aircraft;

this insurance will apply to that aircraft at the time of such acquisition, provided that you report such acquisition to us within the number of days specified in the Declarations. Unless you and we agree otherwise, the coverages pertaining to that newly acquired aircraft will be the same as are provided for "scheduled aircraft". We may charge an additional premium for the newly acquired aircraft.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Coverage D - Medical Payments For Scheduled And Non-Owned Aircraft

We will pay reasonable medical expenses for:

1. First aid administered at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services;

for "bodily injury" to which this insurance applies.

This insurance applies to "bodily injury" only if the "bodily injury":

1. Is caused by an accident; and
2. Arises out of:
 - a. The ownership, maintenance or use of "scheduled aircraft"; or
 - b. The use of "non-owned aircraft" by you or on your behalf;

provided that:

1. The accident takes place during the policy period and in the "coverage territory";
2. The expenses are incurred and reported to us within one year of the date of the accident; and
3. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

AIRCRAFT COVERAGE FORM

The amount we will pay for these expenses is limited as described in **Section 6 - Limits Of Insurance**.

Coverage D will not apply to, or for the benefit of, any "crew-member" on "non-owned aircraft" unless the Declarations indicates a specified Each Crew Member Limit of Insurance under **Coverage D** and:

1. The "crew-member" is your officer, director, stockholder, "employee", "temporary worker", partner or agent, but only while acting in his or her capacity as such; or
2. The "crew-member" would normally be operating "scheduled aircraft", but is operating "non-owned aircraft" on your behalf.

Coverage E - Liability For Aviation Premises

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if:

1. The "bodily injury" or "property damage" arises out of the ownership, maintenance or use of "aviation premises";
2. The "bodily injury" or "property damage" does not arise out of the use of an "auto";
3. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
4. The "bodily injury" or "property damage" occurs during the policy period; and
5. Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

"Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

1. Reports all, or any part, of the "bodily injury" or "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";
2. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
3. Becomes aware by any other means that "bodily injury" or "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

AIRCRAFT COVERAGE FORM

Section 2 - Defense

We will have the right and duty to defend the insured against any "suit" seeking damages because of "injury, damage or loss" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" seeking damages because of "injury, damage or loss" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence", offense or claim and settle any claim or "suit".

Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

1. Judgments;
2. Settlements; or
3. Medical expenses;

under **PART 1 - LIABILITY COVERAGES**.

If a "suit" is brought in a part of the "coverage territory" where we are prevented by law, or otherwise, from defending you, you will be responsible for providing that defense. We will reimburse you, subject to the provisions in **Section 3 - Supplementary Payments**, for the expenses incurred for the defense that we would have paid had we been able to exercise our right and duty to defend.

Section 3 - Supplementary Payments

We will pay, with respect to any claim we are investigating, any claim we settle or any "suit" against an insured we are defending:

1. All expenses we incur.
2. Up to \$5,000 for the cost of bail bonds required because of an "occurrence" or violation of law or a regulation for civil aviation arising out of:
 - a. The ownership, maintenance or use of "scheduled aircraft"; or
 - b. The use of "non-owned aircraft" by you or on your behalf.We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal for these bonds, and we do not have to furnish these bonds.
4. All reasonable expenses incurred at our request by the insured, who is an individual, to assist in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
5. All reasonable expenses the insured is required to pay as a result of any public inquiry, or any inquiry by the "Federal Aviation Administration" or other authority, into an "occurrence" involving a "covered aircraft".
6. All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
8. All interest on the full amount of any judgment that accrues after the entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
9. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or

AIRCRAFT COVERAGE FORM

reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Section 4 - Exclusions

This insurance does not apply to:

1. Airworthiness, Unlawful Purpose Or Other Violations Or Operational Limitations

"Injury, damage or loss" arising out of a "covered aircraft" that is:

- a. "In-flight", unless its Airworthiness Certificate is in full force and effect;
- b. Used for any unlawful purpose or for any purpose other than the Aircraft Usage stated in the Declarations; or
- c. Being operated in violation of any "in-flight" condition specified in the Pilot Information section in the Declarations (other than taxiing by certified pilots or licensed mechanics).

This exclusion does not apply if such use or operation was not authorized by you and if you took reasonable precautions to prevent such use or operation. Any consent given by your "employee", "temporary worker" or agent acting outside the normal scope of his or her authority will be deemed not to be authorization given by you.

2. Asbestos

"Injury, damage or loss" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos.

This exclusion does not apply to "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of a "covered aircraft" crash, collision, fire or explosion, or a recorded "in-flight" emergency causing abnormal operation of a "covered aircraft".

3. Auto Or Watercraft

"Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of the ownership, maintenance, use or entrustment to others of any "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the direct physical loss or damage if coverage for such loss or damage is provided by this policy, involved the ownership, maintenance, use or entrustment to others of any "auto" or watercraft owned or operated by or rented or loaned to any insured.

This exclusion does not apply to "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of:

- a. The operation of any "supplementary machinery or equipment" that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not:
 - (1) Subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, in the state where it is licensed or principally garaged; or
 - (2) Designated as a covered auto under your automobile liability insurance; or
- b. The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

AIRCRAFT COVERAGE FORM

4. Contractual Liability For Bodily Injury And Property Damage

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- a. That the insured would have in the absence of the contract or agreement; or
- b. Because of "bodily injury" or "property damage" covered under **Coverage E** and assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

5. Damage To Property

"Property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, to:

- a. Property owned, occupied, used, rented, leased or transported by, loaned to, or in the care, custody or control of, any insured, including any costs or expenses incurred by any insured, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises; or
- c. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

6. Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate data, including information, facts or programs in any electronic or other format.

7. Date Recognition

"Injury, damage or loss" arising out of:

- a. Any failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system to accurately or completely process, exchange or transfer year, date or time data or information in connection with any change of year, date or time, whether on, before or after such change of year, date or time;
- b. Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification; or
- c. Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the insured, or of any third party, related to any such change of year, date or time.

8. Employer's Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and

AIRCRAFT COVERAGE FORM

- b. Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by you in an "insured contract", provided that the "bodily injury" occurs subsequent to the execution of the contract or agreement.

9. Employment Related Practices

"Bodily injury" to:

- a. A person, other than an "independent contractor", arising out of any:
 - (1) Refusal to hire that person;
 - (2) Termination of that person's employment or "temporary worker" status; or
 - (3) Other practice, policy, act or omission related to that person's employment or "temporary worker" status, such as coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment or "temporary worker" status; or
- b. The spouse, child, parent, brother, sister, domestic partner or member of the household of that person as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

10. Expected Or Intended Injury, Damage Or Loss

"Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, resulting from:

- a. The use of reasonable force to protect any person or property at "aviation premises"; or
- b. An attempt to prevent interference with the safe operation of a "covered aircraft".

11. Liquor Liability

"Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, for which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

12. Medical Payments

Medical expenses for "bodily injury" excluded under **PART 1 - LIABILITY COVERAGES.**

13. Mobile Equipment

"Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of:

AIRCRAFT COVERAGE FORM

- a. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- b. The use of "mobile equipment" in, while in practice for or while being prepared for any prearranged racing, speed, demolition or stunting activity.

14. Noise Or Interference Hazard

"Injury, damage or loss" or any loss, cost or expense arising out of:

- a. Any type of noise, whether or not audible to the human ear, or vibration, including sonic boom and similar phenomena associated with transonic or supersonic flight;
- b. Any interference with the quiet enjoyment of or use of property by overflight or any other type of aircraft operation; and
- c. Electrical or electromagnetic interference of any type.

This exclusion does not apply to "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of a "covered aircraft" crash, collision, fire or explosion, or a recorded "in-flight" emergency causing abnormal operation of a "covered aircraft".

15. Nuclear Risks

- a. "Injury, damage or loss" arising out of:
 - (1) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - (2) The radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties, of any other radioactive material in the course of carriage as cargo, including storage or handling incidental to such carriage; or
 - (3) Ionizing radiation, or contamination by radioactivity, from, or the toxic, explosive or other hazardous properties of, any other radioactive source; or
- b. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others:
 - (1) Test for, monitor, clean up, remove, contain, treat, detoxify or neutralize radioactive material in any form; or
 - (2) In any way respond to, or assess the effects of, radioactive material in any form.

16. Pollution

- a. "Injury, damage or loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) At, on, in or from any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests; or
 - (b) "Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of heat, smoke or fumes from a "hostile fire";
 - (2) At, on, in or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (3) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) Any insured; or

AIRCRAFT COVERAGE FORM

- (b) Any person or organization for whom you may be legally responsible;
- (4) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on, in or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (a) "Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage", or the direct physical loss or damage if coverage for such loss or damage is provided by this policy, arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on, in or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (b) "Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c) "Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of heat, smoke or fumes from a "hostile fire";
- (5) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (6) That are in or on an aircraft or that are contained in any property that is in or on an aircraft. However, this subparagraph does not apply to "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of a "covered aircraft" crash, collision, fire or explosion, or a recorded "in-flight" emergency causing abnormal operation of a "covered aircraft".

b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph **b.** does not apply to any loss, cost or expense arising out of a "covered aircraft" crash, collision, fire or explosion, or a recorded "in-flight" emergency causing abnormal operation of a "covered aircraft".

17. Search And Rescue Expenses

Any damage, loss, cost or expense relating to search and rescue operations.

AIRCRAFT COVERAGE FORM

18. Unsolicited Communication

"Injury, damage or loss" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication", or any other "injury, damage or loss" alleged in any claim or "suit" that also alleges any such violation.

19. War, Hijacking, Strikes, Riots Or Governmental Action

"Injury, damage or loss" arising out of:

- a. War, including undeclared or civil war;
- b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;
- d. Any hostile detonation of any weapon of war employing atomic or nuclear fission or fusion, or any other similar reaction;
- e. Any strikes, riots, civil commotions or labor disturbances;
- f. Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government, public or local authority, whether civil, military or de facto;
- g. Hijacking or any unlawful seizure or wrongful exercise of control of any "covered aircraft" or crew "in-flight", including any attempt at such seizure or control, made by any person or persons on board the "covered aircraft" acting without the consent of the insured; or
- h. Any aircraft while such aircraft is outside the control of the insured by reason of any of the perils described in Paragraphs a. through g. above. An aircraft will be deemed to have been restored to the control of the insured upon the safe return of the aircraft to the insured at an airfield in the "coverage territory" that is suitable for the operation of the aircraft. For the purposes of this provision, safe return means that the aircraft must be parked with its engines shut down and must not be under any duress.

20. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

Section 5 - Who Is An Insured

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to:
 - (1) The conduct of a business of which you are the sole owner; or
 - (2) Any "covered aircraft" used for any Aircraft Usage stated in the Declarations.
- b. A partnership or joint venture, you are an insured. Your partners or your members, and their spouses, are also insureds, but only with respect to:
 - (1) The conduct of your business; or
 - (2) Any "covered aircraft" used for any Aircraft Usage stated in the Declarations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to:
 - (1) The conduct of your business; or
 - (2) Any "covered aircraft" used for any Aircraft Usage stated in the Declarations.Your managers are also insureds, but only with respect to:

AIRCRAFT COVERAGE FORM

- (1) Their duties as your managers; or
 - (2) Any "covered aircraft" used for any Aircraft Usage stated in the Declarations.
 - d. A trust, you are an insured. Your trustees are also insureds, but only with respect to:
 - (1) Their duties as your trustees; or
 - (2) Any "covered aircraft" used for any Aircraft Usage stated in the Declarations.
 - e. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are also insureds, but only with respect to:
 - (1) Their duties as your "executive officers" or directors; or
 - (2) Any "covered aircraft" used for any Aircraft Usage stated in the Declarations.
- Your stockholders are also insureds, but only with respect to their liability as your stockholders.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business or related to any "covered aircraft" used for any Aircraft Usage stated in the Declarations, and your "employees", other than either your managers (if you are a limited liability company) or your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business or related to any "covered aircraft" used for any Aircraft Usage stated in the Declarations. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury", or "personal injury" if coverage for such injury is provided by this policy, to:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or related to any "covered aircraft" used for any Aircraft Usage stated in the Declarations, or to your other "volunteer workers" while performing duties related to the conduct of your business or related to any "covered aircraft" used for any Aircraft Usage stated in the Declarations;
 - (b) To the spouse, child, parent, brother, sister, domestic partner or member of the household of that co-"employee" or other "volunteer worker" as a consequence of the injury described in Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:

AIRCRAFT COVERAGE FORM

- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under **PART 1 - LIABILITY COVERAGES**.
- d. Any:
 - (1) Person riding in, or any organization using, "scheduled aircraft" or "temporary substitute aircraft" that is being used within the scope of your permission; or
 - (2) Person or organization legally responsible for "scheduled aircraft" or "temporary substitute aircraft".
3. With respect to a "non-owned aircraft", other than a "temporary substitute aircraft", no person or organization will be an insured while using any such aircraft that is:
 - a. Owned in whole or in part by;
 - b. Under any lease purchase option held by; or
 - c. Registered to;that organization, person, or household member of that person.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or over which you maintain the majority ownership interest will qualify as a Named Insured if there is no "other insurance" which provides similar coverage available to that organization. However:
 - a. Coverage under this provision is provided only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form the organization; or
 - (2) Until the end of the policy period, if you report such organization in writing to us within 180 days after you acquire or form the organization, even if there are more than 180 days remaining until the end of the policy period.
 - b. Coverage under this provision does not apply to:
 - (1) "Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, that occurred before you acquired or formed the organization;
 - (2) "Personal injury", if coverage for such injury is provided by this policy, arising out of an offense committed before you acquired or formed the organization; or
 - (3) Medical expenses for "bodily injury" caused by an accident arising out of the use of "non-owned aircraft" by or on behalf of such organization if the accident took place before you acquired or formed the organization.
5. Except for an insured described in Paragraph 1. or Paragraph 2.a., b. or c. above, none of the following is an insured:
 - a. Any person or organization or their agents, "employees" or "temporary workers" engaged in the design, manufacture, maintenance, repair or sale of aircraft, aircraft engines, components, accessories or fuel, or engaged in the operation of any aircraft, airport, hangar, flight school, flight service or piloting service, with respect to any "occurrence" arising out of such activity;
 - b. Any person or organization engaged in any of the following operations:
 - (1) Aircraft repair shop;
 - (2) Aircraft sales agency;
 - (3) Aircraft rental service;

AIRCRAFT COVERAGE FORM

- (4) Aircraft flying school;
 - (5) Aircraft maintenance service;
 - (6) Aircraft aerial application service;
 - (7) Aircraft inspection appraisal, certification or examination service; or
 - (8) Commercial flying service, airline, airport, hangar or pilot training center;
 - c. Any person or organization engaged in the activity of instruction, evaluation, examination or certification of any pilot or "crew-member";
 - d. Any person or organization charging a fee or receiving any remuneration or benefit for providing any type of service in connection with the ownership, maintenance or use of any "covered aircraft"; or
 - e. The owner, lessor, or their agents, "employees" or "temporary workers", of any "temporary substitute aircraft" covered by insurance under **PART 1 - LIABILITY COVERAGES**.
6. No person or organization is an insured:
- a. With respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under **Section 5 - Who Is An Insured**; or
 - b. If coverage for such person or organization is excluded by endorsement to **PART 1 - LIABILITY COVERAGES** of this policy.
7. No organization that qualifies as an insured because you are the sole owner of, or maintain the majority ownership interest in, such organization is an insured after the date, if any, during the policy period that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

Section 6 - Limits Of Insurance

1. The Limits of Insurance shown in the Declarations, or in a Schedule of an endorsement to this policy, and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- If two or more aircraft are insured by this policy, the Limits of Insurance of, and any deductibles under, **Coverage A, B or C** of **PART 1 - LIABILITY COVERAGES** will apply separately to each aircraft.
- The applicable limit of insurance will not be reduced by the amount of any damages included within any deductible amount that applies.
2. The Aggregate Limit is the most we will pay for the sum of all damages, other than damages covered under **Coverage A, B or C**.
3. The **Coverage A** Each Occurrence Limit for each aircraft is the most we will pay under **Coverage A** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" involving the ownership, maintenance or use of that aircraft.

Subject to the **Coverage A** Each Occurrence Limit, if an Each Passenger Limit is shown in the Declarations, the **Coverage A** Each Passenger Limit for each aircraft is the most we will pay under **Coverage A** for the sum of all damages because of:

- a. All "bodily injury" sustained by any one "passenger" arising out of any one "occurrence" involving the ownership, maintenance or use of that aircraft; and

AIRCRAFT COVERAGE FORM

- b. All "bodily injury" sustained by the spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of "bodily injury" described in Paragraph a. above.
- 4. The **Coverage B** Each Occurrence Limit is the most we will pay under **Coverage B** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Subject to the **Coverage B** Each Occurrence Limit, if an Each Passenger Limit is shown in the Declarations, the **Coverage B** Each Passenger Limit is the most we will pay under **Coverage B** for the sum of all damages because of:

- a. All "bodily injury" sustained by any one "passenger" arising out of any one "occurrence"; and
- b. All "bodily injury" sustained by the spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of "bodily injury" described in Paragraph a. above.
- 5. The **Coverage C** Each Occurrence Limit is the most we will pay under **Coverage C** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Subject to the **Coverage C** Each Occurrence Limit, if an Each Passenger Limit is shown in the Declarations, the **Coverage C** Each Passenger Limit is the most we will pay under **Coverage C** for the sum of all damages because of:

- a. All "bodily injury" sustained by any "passenger" arising out of any one "occurrence"; and
- b. All "bodily injury" sustained by the spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of "bodily injury" described in Paragraph a. above.
- 6. The following **Coverage D** Medical Payments For Scheduled And Non-Owned Aircraft Limits are the most we will pay under **Coverage D** for the sum of all medical expenses because of "bodily injury" arising out of any one "occurrence":
 - a. With respect to any "scheduled aircraft" or "temporary substitute aircraft":
 - (1) the Each Non-Crew-Member Limit is the most we will pay under **Coverage D** for the sum of all medical expenses because of all "bodily injury" sustained by any one person other than a "crew-member"; and
 - (2) the Each Crew-Member Limit is the most we will pay under **Coverage D** for the sum of all medical expenses because of all "bodily injury" sustained by any one "crew-member".
 - b. With respect to any "non-owned aircraft" other than a "temporary substitute aircraft":
 - (1) the Each Non-Crew-Member Limit is the most we will pay under **Coverage D** for the sum of all medical expenses because of all "bodily injury" sustained by any one person other than a "crew-member"; and
 - (2) the Each Crew-Member Limit is the most we will pay under **Coverage D** for the sum of all medical expenses because of all "bodily injury" sustained by any one "crew-member".

If either Paragraph 3., 4. or 5. above applies to the "occurrence", the **Coverage D** Medical Payments For Scheduled And Non-Owned Aircraft Limits are subject to whichever of those limits applies.

- 7. Subject to Paragraph 2. above, the **Coverage E** Each Occurrence Limit is the most we will pay under **Coverage E** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the **Coverage E** Each Occurrence Limit is subject to whichever of those limits applies.

AIRCRAFT COVERAGE FORM

8. Noncumulation of Each Occurrence Limit - If any one "occurrence" causes:

- a. "Bodily injury" or "property damage" covered under any coverage of this policy other than **Coverage A, B, C or D**; and
- b. "Bodily injury" or "property damage" to which any liability coverage in any aircraft coverage form included in one or more prior or future policies issued to you by us or any of our affiliated insurance companies applies;

any Each Occurrence Limit in this policy applicable to that "occurrence" also will be reduced by the amount of each payment made because of the "bodily injury" or "property damage" described in Paragraph **b.** above by us or any of our affiliated insurance companies under, and within the applicable limit of insurance of, each such other policy.

Section 7 - Liability Coverages Conditions

The following conditions apply to **PART 1 - LIABILITY COVERAGES** in addition to the **COMMON POLICY CONDITIONS**.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of any of our obligations under **PART 1 - LIABILITY COVERAGES**.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", or an offense if coverage for "personal injury" is provided by this policy, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any persons or organizations sustaining "injury, damage or loss" and the names and addresses of any witnesses; and
- (3) The nature and location of any "injury, damage or loss" arising out of the "occurrence" or offense.

- b. If a claim is made or a "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury, damage or loss" or expenses to which this insurance may apply.

- d. No insured will, except at the insured's own cost, voluntarily make any payment, or incur any expense, without our consent, other than for expenses for first aid under **Coverage D**.

3. Legal Action Against Us

No person or organization has a right under **PART 1 - LIABILITY COVERAGES**:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

AIRCRAFT COVERAGE FORM

- b. To sue us unless all of the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of **PART 1 - LIABILITY COVERAGES** or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under **PART 1 - LIABILITY COVERAGES**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in Paragraph c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is for damages because of "bodily injury" or "property damage" covered under **Coverage B, C or E**; or
- (2) That is available to the insured when the insured has been added as an additional insured by attachment of an endorsement under any "other insurance" or is any other insured that is not a named insured under such insurance.

When this insurance is excess, we will have no duty under **PART 1 - LIABILITY COVERAGES** to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under such "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this **Excess Insurance** provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any right or duties specifically assigned in **PART 1 - LIABILITY COVERAGES** to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

AIRCRAFT COVERAGE FORM

6. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under **PART 1 - LIABILITY COVERAGES** in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the Limits of Insurance of **PART 1 - LIABILITY COVERAGES**.
- b. Next, if there is any amount remaining, we will retain an amount equal to the amount we have paid under **PART 1 - LIABILITY COVERAGES**.
- c. Then, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any deductible or self-insured retention applicable to **PART 1 - LIABILITY COVERAGES**.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights. We will deduct each other person's or organization's share of those expenses from any amount we pay to such person or organization.

7. When We Appeal A Judgment

We will have the right to appeal a judgment that:

- a. Includes damages to which this insurance applies;
- b. Is awarded in a "suit" for which we defend an insured; and
- c. Is awarded against the insured.

If we appeal a judgment that we do not have a duty to appeal, we will have no obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 3 - Supplementary Payments**. The results of an appeal will not change the applicable limit of insurance.

8. Currency Conversion

Payments we make under **PART 1 - LIABILITY COVERAGES** will be paid in the currency of the United States of America. Amounts that are stated in the currency of another country or jurisdiction will be converted to the currency of the United States of America at the free rate of exchange published by the Federal Reserve Bank of New York as of the following dates:

- a. For payments we make under **Section 1 - Coverages**, the date of the judgment or settlement; and
- b. For payments we make under **Section 2 - Defense** or **Section 3 - Supplementary Payments**, the close of business on the date immediately preceding the date the payment is processed.

9. Our Duty To Reimburse When Insureds Must Pay

If the laws or rules of a country or jurisdiction prevent us from paying amounts covered under **PART 1 - LIABILITY COVERAGES**, you may pay those amounts with our consent. If you give us proof that you did so, we will reimburse you up to the limits of coverage that apply, and subject to any deductibles that apply, under this policy. All such reimbursements will be in the currency of the United States of America.

Reimbursements for amounts that are stated in the currency of another country or

AIRCRAFT COVERAGE FORM

jurisdiction will be converted to the currency of the United States of America as described in Paragraph 8. **Currency Conversion**, above.

10. Compulsory Insurance Requirements

Coverage provided by this policy will not act as a substitute for any required or compulsory insurance in any country or jurisdictions outside the United States of America, including its territories and possessions and Puerto Rico, or Canada.

You must procure and maintain any coverage required by law, regulation or other governmental authority during the policy period. If you fail to procure and maintain such insurance, this insurance will remain in effect. However, we will not be liable for more than we would have been had the required or compulsory insurance been in effect.

PART 2 - HULL PHYSICAL DAMAGE COVERAGES

Section 1 - Coverages

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

1. Covered Causes Of Loss

Covered Causes of Loss means risks of direct physical loss unless the loss is:

- a. Excluded in **Section 2 - Exclusions**;
- b. Excluded or limited in the Declarations or by endorsements to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**.

2. Covered Property

Covered Property means "scheduled aircraft".

3. Additional Coverage

Unless otherwise shown in the Declarations, the following additional coverage applies:

Automatic Insurance For Newly Purchased Or Leased Aircraft

We will pay for direct physical loss of or damage to newly purchased aircraft or leased aircraft for which you are required to provide physical damage insurance, caused by or resulting from a Covered Cause of Loss, provided:

- a. You report such purchase or lease to us within the number of reporting days specified in the Declarations; and
- b. We insure all other aircraft owned in whole or in part by you on the date of such purchase or lease.

This additional coverage will end when either of the following first occurs:

- a. The number of reporting days specified in the Declarations passes after you purchase or lease the aircraft; or
- b. You report the newly purchased or leased aircraft to us.

We will charge you additional premium from the date you purchase or lease the aircraft. The highest "in-motion" or not-"in-motion" deductible applicable to any "scheduled aircraft" will also apply to this additional coverage.

Section 2 - Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

AIRCRAFT COVERAGE FORM

a. War, Hijacking, Strikes, Riots Or Governmental Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;
- (4) Any hostile detonation of any weapon of war employing atomic or nuclear fission or fusion, or any other similar reaction;
- (5) Any strikes, riots, civil commotions or labor disturbances.
- (6) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government, public or local authority, whether civil, military or de facto; or
- (7) Hijacking or any unlawful seizure or wrongful exercise of control of any "covered aircraft" or crew "in-flight", including any attempt at such seizure or control, made by any person or persons on board the "covered aircraft" acting without your consent.

This exclusion does not apply to loss or damage by a Covered Cause of Loss to any "covered aircraft" that was outside your control by reason of any of the perils described in Paragraphs (1) through (7) above but has been restored to your control, provided that such loss or damage takes place after the "covered aircraft" has been restored to your control. A "covered aircraft" will be deemed to have been restored to your control upon the safe return of the aircraft to you at an airfield in the "coverage territory" that is suitable for the operation of the aircraft. For purposes of this provision, safe return means that the aircraft must be parked with its engines shut down and must not be under any duress.

b. Nuclear Risks

- (1) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (2) The radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties, of any other radioactive material in the course of carriage as cargo, including storage or handling incidental to such carriage; or
- (3) Ionizing radiation, or contamination by radioactivity, from, or the toxic, explosive or other hazardous properties of, any other radioactive source.

c. Date Recognition

- (1) Failure or inability of any computer hardware, software, integrated circuit, chip, or information technology equipment or system, to accurately or completely process, exchange or transfer year, date or time data or information in connection with any change of year, date or time, whether on, before or after such change of year, date or time.
- (2) Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip, or information technology equipment or system, in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification.
- (3) Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act, or decision by you or any third party related to any such change of year, date or time.

d. Electromagnetic Pulse

Any electromagnetic pulse.

AIRCRAFT COVERAGE FORM

This exclusion does not apply to loss of or damage to any "covered aircraft" if such electromagnetic pulse originates solely and directly on board such "covered aircraft".

2. We will not pay for loss or damage that takes place while the "covered aircraft" is:
- a. "In-flight", unless its Airworthiness Certificate is in full force and effect;
 - b. Used for any unlawful purpose or for any purpose other than the Aircraft Usage stated in the Declarations; or
 - c. Being operated in violation of any "in-flight" condition specified in the Pilot Information section in the Declarations (other than taxiing by certified pilots or licensed mechanics).

This exclusion does not apply if such use or operation was not authorized by you and if you took reasonable precautions to prevent such use or operation. Any consent given by your "employee", "temporary worker" or agent acting outside the normal scope of his or her authority will be deemed not to be authorization given by you.

3. We will not pay for loss or damage caused by or resulting from any of the following:
- a. Wear or tear, including cycle fatigue of any part of the hull or propulsion system.
 - b. Deterioration, rust, corrosion, fungus, decay, hidden or latent defect or any quality in property that causes it to damage or destroy itself.
 - c. Damage to an engine or an auxiliary power unit caused by an object not part of the engine or its accessories. This exclusion does not apply to "ingestion".
 - d. Mechanical or electrical breakdown, including power surge to and failure or malfunction of electrical or electronically driven equipment, of:
 - (1) The "covered aircraft"; or
 - (2) Equipment, components or accessories of the "covered aircraft".

If loss from a Covered Cause of Loss results, we will pay for that resulting loss. Damage resulting from the breakdown, failure or malfunction of an engine component, accessory or part is considered mechanical breakdown of the entire engine.

- e. Heat resulting from starting, attempted starting, operation or shutdown of the aircraft's turbine engines that damages such engines or the aircraft's turbine powered auxiliary power units.
- f. Wrongful "conversion", "embezzlement" or "secrection" of the "covered aircraft".
- g. Dishonest or criminal acts by you, any of your partners, "employees", "temporary workers", directors, trustees, authorized representatives or anyone, other than a carrier for hire or bailee, to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction of Covered Property by your "employees", but theft by "employees" is not covered.

- h. Damage to tires. But this exclusion does not apply to damage caused by fire, malicious mischief, vandalism, theft or loss to tires that is the direct result of an otherwise covered loss under this agreement.
- i. Loss or damage to the "covered aircraft" that takes place while it is being used for or in connection with any:
 - (1) Race, speed or endurance test, attempt at record breaking, acrobatic flying, crop dusting, spraying, seeding, fertilization, hunting, bird or fowl herding, unless such use is permitted and shown in the Declarations; or
 - (2) Use in respect to which a waiver or special authority issued by the "Federal Aviation Administration" or the appropriate authority is required, whether granted or not.

AIRCRAFT COVERAGE FORM

- j. Delay, loss of use or loss of market.
- k. Diminution in the actual or perceived market or resale value of the Covered Property, even if caused by or resulting from loss or damage from a Covered Cause of Loss.
- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the following:
 - (1) Fire;
 - (2) Lightning;
 - (3) Explosion;
 - (4) Windstorm or hail;
 - (5) Smoke;
 - (6) Vehicles, other than aircraft;
 - (7) Vandalism;
 - (8) Weight of snow, weight of ice or weight of sleet; or
 - (9) Crash or collision.But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in fire, explosion or smoke we will pay for the resulting loss or damage from such fire, explosion or smoke.
- m. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- n. Actual or alleged presence, or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the loss or damage is caused or contributed to by the hazardous properties of asbestos. This exclusion does not apply to loss or damage arising out of a "covered aircraft" crash, collision, fire or explosion, or a recorded "in-flight" emergency causing abnormal operation of a "covered aircraft".

Section 3 - Limits Of Insurance

The applicable limits of insurance are shown in the Declarations, Schedules, Coverage Forms and Endorsements to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**.

The most we will pay for loss or damage to any one "covered aircraft" in any one event is the lesser of:

- 1. The Maximum Per Aircraft Limit of Insurance shown in the Declarations; or
- 2. The limit of insurance applicable to the "covered aircraft", plus the limit of insurance for any applicable additional coverage or coverage extension, if stated in the additional coverage or coverage extension that such limit is in addition to the limit of insurance applicable to the "covered aircraft".

Section 4 - Deductible

We will not pay for loss or damage in any one event until the amount of loss or damage exceeds the applicable deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the applicable deductible up to the applicable limit of insurance. If more than one coverage, additional coverage or coverage extension applies to loss or damage to any one "covered aircraft" in any one event covered under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**, the most we will deduct is the largest applicable deductible.

AIRCRAFT COVERAGE FORM

If more than one "covered aircraft" suffers loss or damage in any one event covered under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**, we will deduct the largest applicable deductible for each "covered aircraft".

However, we will not apply any deductible for the following:

1. "Total loss"; or
2. Loss caused by collision with any other aircraft that we insure.

Section 5 - Hull Physical Damage Coverages Conditions

The following conditions apply to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** in addition to the **COMMON POLICY CONDITIONS**.

1. Policy Period, Coverage Territory

We will only pay for direct physical loss or damage that:

- a. Commences during the policy period; and
- b. Takes place in the "coverage territory".

2. Duties In The Event Of Loss Or Damage

If an event results in direct physical loss of or damage to Covered Property you must:

- a. Give us prompt notice of the loss or damage;
- b. As soon as possible, give us a description of how, when and where the loss or damage occurred;
- c. Not abandon the "covered aircraft" or any other property to us without our prior consent;
- d. Take all reasonable steps to protect the Covered Property from further damage after any accident or loss. Reasonable expenses necessary to protect the Covered Property will be taken into consideration in the settlement of a claim. This will not increase the applicable limit of insurance. Any further loss or damage due to your failure to reasonably protect the Covered Property will not be covered by this policy;
- e. Notify the police if a law may have been broken;
- f. As often as may be reasonably required, permit us to inspect any Covered Property before any repairs begin or before its disposal;
- g. Send us within sixty (60) days after the loss a signed, sworn proof of loss including the information and in the form we reasonably require and, upon our request, submit to examination under oath;
- h. Permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and authorize us to obtain any records and other information relating to a loss; and
- i. If requested, provide clear title to us for any property salvage at the time a "total loss" payment is made by us.

3. Appraisal

If you and we fail to agree on the amount of a loss, either may, within sixty (60) days after a proof of loss is filed, demand an appraisal of the loss. You and we will each select a competent aircraft appraiser and the appraisers will select a competent and disinterested umpire. The appraisers will judge the amount of the loss. If they do not agree, they will submit their difference to the umpire.

Agreement in writing of any two of the three will determine the amount of the loss. You and we will each pay our chosen appraiser and will bear equally the expenses of the appraisal and the umpire. We will not be held to have waived any of our rights by any act relating to appraisal.

AIRCRAFT COVERAGE FORM

4. Legal Action Against Us

No one may bring a legal action against us under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** unless:

- a. There has been full compliance with all the terms of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

5. Rights Of Recovery

If you have rights to recover from others all or part of any payment we have made under this **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice of the recovery. At your option, you may retain the property or have it returned to you. You must then return to us the amount we paid to you for the property. If either you or we recover any property before loss settlement, we may require that you retain the property or accept its return from us.

We will pay recovery expenses and costs to repair the recovered property. But the amount we will pay will not exceed the value of the recovered property or the applicable limit of insurance, whichever is less.

7. Valuation

- a. In the event of covered loss or damage, the value of "covered aircraft" will be:

- (1) The limit of insurance applicable to "scheduled aircraft".
- (2) The least of the following for any newly purchased or leased aircraft:
 - (a) Your cost for such aircraft;
 - (b) Your obligation under the lease for such aircraft; or
 - (c) The Maximum Per Aircraft Limit shown in the Declarations.

- b. If the "covered aircraft" is a "total loss", we will pay you the value of the "covered aircraft". In addition, we will promptly refund the pro-rated unearned premium for any "scheduled aircraft" that is a "total loss". At the time of payment of a "total loss", all coverage under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** for such "covered aircraft" will end.

- c. If a "covered aircraft" sustains a "partial loss":

- (1) Regardless of whether such loss is covered under this policy, we will automatically reduce the value of such "covered aircraft" at the time of the loss by the amount of such loss. As repairs are made, we will automatically increase the value of the "covered aircraft" by the amount of the completed repairs until the value is fully restored.
- (2) We will not pay more than:
 - (a) The total of the following items, less any applicable deductible, if the repairs are made by you:
 - (i) Reasonable costs you incur for necessary replacement material and parts of similar kind and quality;
 - (ii) Actual wages paid for labor at the current straight time rates at the place of repair plus the reasonable cost of required supervision and overhead; and
 - (iii) "Transportation costs".

AIRCRAFT COVERAGE FORM

- (b) The total of the following items, less any applicable deductible, if the repairs are made by someone other than you:
 - (i) Reasonable costs you incur for repairs with necessary replacement material and parts of similar kind and quality; and
 - (ii) "Transportation costs".

However, we will not pay more for a "partial loss" than the value of the "covered aircraft".

8. Currency Conversion

Payments we make under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** will be paid in the currency of the United States of America. Amounts that are stated in the currency of another country or jurisdiction will be converted to the currency of the United States of America at the free rate of exchange published by the Federal Reserve Bank of New York as of the date of the loss or damage.

Section 6 - Other Insurance

1. You may have "other insurance" subject to the same plan, terms, conditions and provisions as the insurance under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable limit of insurance under this **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** bears to the limits of insurance of all "other insurance" covering on the same basis.
2. If there is "other insurance" covering the same loss or damage, other than that described in Paragraph 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that "other insurance", whether you can collect on it or not. But we will not pay more than the applicable limit of insurance.

Section 7 - Concealment, Misrepresentation Or Fraud

This **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** is void in any case of fraud by you as it relates to this **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** at any time. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**.

PART 3 - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition, notices that are published include material placed on the Internet or on similar electronic means of communication.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle law, in the state where it is licensed or principally garaged; or
 - c. Any other land vehicle not described in Paragraph a. or b. above that is designated as a covered auto under your automobile liability insurance.

AIRCRAFT COVERAGE FORM

However, "auto" does not include "mobile equipment".

3. "Aviation premises":

- a. Means the portions of airports, buildings or other areas used by you directly in connection with the ownership, operation, maintenance or use of any "covered aircraft".
- b. Includes the ways next to such portions of airports, buildings or other areas.

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; and
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Charter/Air Taxi":

- a. Means use of "covered aircraft" in your business operations.
- b. Includes:
 - (1) "Passenger" or freight carrying for hire or reward; and
 - (2) "Pleasure and business" use.
- c. Does not include use of "covered aircraft" by you or on your behalf for the instruction of or rental to others.

6. "Commercial":

- a. Means use of "covered aircraft" in your business operations.
- b. Includes:
 - (1) Student instruction;
 - (2) "Passenger" or freight carrying for hire or reward;
 - (3) Rental to others for the purpose of "pleasure and business"; and
 - (4) "Pleasure and business".

7. "Conversion" means taking property of others, and assuming the rights of ownership and control in the property, either permanently or for an indefinite period of time, without permission of the owner.

8. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada and Mexico;
- b. Bermuda, the Bahamas and the islands of the Caribbean; or
- c. International waters or airspace, but only for:
 - (1) "Bodily injury or "property damage" caused by an "occurrence" that takes place;
 - (2) "Personal injury", if coverage for such injury is provided by this policy, caused by an offense committed;
 - (3) Direct physical loss or damage covered under **PART 1 - LIABILITY COVERAGES**, if coverage for such loss or damage is provided by this policy, caused by an "occurrence" that takes place; or
 - (4) Direct physical loss or damage covered under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** that takes place;

in the course of travel or transportation between any places included in Paragraph a. or b. above;

provided that for **PART 1 - LIABILITY COVERAGES**, the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. or b. above or in a settlement we agree to.

AIRCRAFT COVERAGE FORM

"Coverage territory" does not include any country or jurisdiction while any embargo, trade sanction or similar regulation imposed by the United States of America applies to, and prohibits the transaction of business with or within, that country or jurisdiction.

9. "Covered aircraft":

- a.** Means any "scheduled aircraft" and any other aircraft for which insurance is provided under this policy.
- b.** Includes the following for any aircraft described in **a.** above:
 - (1) The aircraft's propulsion system;
 - (2) Parts and equipment installed in or on the aircraft;
 - (3) Parts that are temporarily removed from the aircraft;
 - (4) Parts that are removed from the aircraft until replaced by similar parts; and
 - (5) Tools and repair equipment that are standard for the aircraft and are normally carried on the aircraft.

10. "Crew-member" means any "passenger" who is required for, or assisting in, aircraft operations, such as the "pilot in command", co-pilot, flight engineer or flight attendant.

11. "Embezzlement" means the unlawful conversion of property by one who has had legal possession of that property under a license, lease, mortgage, conditional sale or other agreement, with you, whether written or implied.

12. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

13. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

14. "Federal Aviation Administration" means the duly constituted authority of the United States of America having a jurisdiction over civil aviation or, it's duly constituted equivalent in any other country.

15. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

16. "Independent contractor" means any person who is not the insured's "employee", "temporary worker" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.

17. "Industrial aid":

- a.** Means the use of "covered aircraft" in your business operations if:
 - (1) Such use is for the transportation of executives or employees, non-fare paying "passengers" or property without a charge; and
 - (2) Each pilot operating such aircraft (other than taxiing by certified pilots or licensed mechanics) is employed as a professional pilot.
- b.** Includes such use for which you receive cost reimbursement, provided that such cost reimbursement is limited to:
 - (1) Fuel, oil, lubricants and other additives;
 - (2) Travel expenses of any "crew-member", including food, lodging and ground transportation;
 - (3) Hangar and tie-down costs away from the aircraft's base of operation;
 - (4) Insurance obtained for the specific flight;
 - (5) Landing fees, airport taxes and similar assessments;
 - (6) Customs, foreign permit and similar fees directly related to the flight;
 - (7) "In-flight" food and beverages;

AIRCRAFT COVERAGE FORM

- (8) "Passenger" ground transportation;
- (9) Flight planning and weather contact services; and
- (10) An additional charge equal to 100% of the expenses described in Paragraph b.(1) above.

c. Does not include any operation for hire or reward.

18. "In-flight" means:

- a. With respect to fixed-wing aircraft, the time commencing from the start of the take-off run of the aircraft and continuing until the aircraft has completed its landing roll.
- b. With respect to rotorcraft, any time the rotors are moving under power for lift-off or flight of the aircraft, until the rotors cease revolving after landing.
- c. With respect to any other aircraft, any time the aircraft is off a supporting surface as a result of propulsion, buoyancy or aerodynamic reaction.

19. "Ingestion" means damage to an engine or auxiliary power unit that is part of a "covered aircraft", if such damage is caused by any object or substance which is not or was not part of the engine or its accessories and such damage is the result of a single incident of sufficient severity to require, or would require if its severity were known at the time, immediate repair before further use.

20. Injury, damage or loss" means:

- a. "Bodily injury";
- b. "Property damage";
- c. "Personal injury", if coverage for such injury is provided by this policy; or
- d. Direct physical loss or damage, if coverage for such loss or damage is provided by this policy.

21. "In-motion" means:

- a. Any time the aircraft is moving under its own power or by the momentum generated by its own power, or while it is "in-flight".
- b. With respect to rotorcraft, it is anytime the rotors are moving under power or by the momentum generated by such power.

22. "Insured contract" means that part of a contract or agreement required by a military or governmental authority for an insured's use of "aviation premises", including that part of such contract or agreement that is with, or for the benefit of, any "passenger", "crew member" or his or her heirs, under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. As used in this definition, tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

23. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm, to perform duties related to the conduct of the hirer's business. However, "leased worker" does not include a "temporary worker".

24. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto a watercraft or "auto";
- b. While it is in or on a watercraft or "auto"; or
- c. While it is being moved from a watercraft or "auto" to the place where it is finally delivered.

However, "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the watercraft or "auto".

25. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

AIRCRAFT COVERAGE FORM

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers; or
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are maintained primarily for purposes other than the transportation of any person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is:

- (i) Subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, in the state where it is licensed or principally garaged; or
- (ii) Designated as a covered auto under your automobile liability insurance.

Land vehicles described in Paragraph (i) or (ii) above are considered "autos".

26. "Non-owned aircraft":

- a. Means any aircraft except:
 - (1) Any "scheduled aircraft";
 - (2) Any aircraft owned in whole or in part by, or registered to, you; or
 - (3) Any aircraft having a seating configuration exceeding the Maximum Number of Seats shown in the Declarations for **Coverage B** (regardless of the actual number of "passengers" on the aircraft).
- b. Includes the following for any aircraft described in **a.** above:
 - (1) The aircraft's propulsion system;
 - (2) Parts and equipment installed in or on the aircraft;
 - (3) Parts that are temporarily removed from the aircraft;
 - (4) Parts that are removed from the aircraft until replaced by similar parts; and

AIRCRAFT COVERAGE FORM

- (5) Tools and repair equipment that are standard for the aircraft and are normally carried on the aircraft.
27. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
28. "Other insurance":
- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Noncumulation of Each Occurrence Limit provision of Paragraph 8. of **Section 6 - Limits Of Insurance** of **PART 1 - LIABILITY COVERAGES** applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, including any failure to provide insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of "other insurance"; or
 - (5) Any similar risk transfer or risk management method.
 - b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.
29. "Partial loss" means any physical damage loss which is not a "total loss".
30. "Passenger" means any person in, on or boarding the aircraft for the purpose of riding or flying in such aircraft, or any person exiting from such aircraft after a ride, flight or attempted flight.
31. "Personal injury":
- a. Means injury, including "bodily injury", caused by one or more of the following offenses committed by or on behalf of the insured:
 - (1) False arrest, detention or imprisonment, provided that the claim is made or the "suit" is brought by a person who claims to have been falsely arrested, detained or imprisoned;
 - (2) Malicious prosecution, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been maliciously prosecuted;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, in any manner, of material, other than in your "advertisement", that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
 - (5) Oral or written publication, in any manner, of material, other than in your "advertisement", that:
 - (a) Appropriates a person's name, voice, photograph or likeness;
 - (b) Unreasonably places a person in a false light; or
 - (c) Discloses information about a person's private life.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

AIRCRAFT COVERAGE FORM

32. "Pilot in command" means the pilot aboard the "covered aircraft" who is responsible for its "in-flight" operation.
33. "Pleasure and business":
- a. Means use of "covered aircraft" in your business operations or for personal and pleasure uses.
 - b. Includes such use for which you receive cost reimbursement, provided that such cost reimbursement is limited to:
 - (1) Fuel, oil, lubricants and other additives;
 - (2) Travel expenses of any "crew-member", including food, lodging and ground transportation;
 - (3) Hangar and tie-down costs away from the aircraft's base of operation;
 - (4) Insurance obtained for the specific flight;
 - (5) Landing fees, airport taxes and similar assessments;
 - (6) Customs, foreign permit and similar fees directly related to the flight;
 - (7) "In-flight" food and beverages;
 - (8) "Passenger" ground transportation;
 - (9) Flight planning and weather contact services; and
 - (10) An additional charge equal to 100% of the expenses described in Paragraph b.(1) above.
 - c. Does not include any operation for hire or reward.
34. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
35. "Property damage" means:
- a. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
 - b. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, data, including information, facts or programs in any electronic format, is not tangible property.
36. "Salvage value" means the value of the damaged property prior to any repairs.
37. "Scheduled aircraft":
- a. Means:
 - (1) Any aircraft listed in the Scheduled Aircraft section of the Declarations; or
 - (2) For **PART 1 - LIABILITY COVERAGES** only, any aircraft covered under **Coverage C**.
 - b. Includes the following for any aircraft listed in the Scheduled Aircraft section of the Declarations or, for **PART 1 - LIABILITY COVERAGES** only, any aircraft covered under **Coverage C**:
 - (1) The aircraft's propulsion system;
 - (2) Parts and equipment installed in or on the aircraft;
 - (3) Parts that are temporarily removed from the aircraft;
 - (4) Parts that are removed from the aircraft until replaced by similar parts; and
 - (5) Tools and repair equipment that are standard for the aircraft and are normally carried on the aircraft.

AIRCRAFT COVERAGE FORM

38. "Secretion" means hiding property from its rightful owner.
39. "Suit" means a civil proceeding in which damages because of "injury, damage or loss" are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or submits with our consent; and
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
40. "Supplementary machinery or equipment" means machinery or equipment designed for work, other than the transportation of any person or property on a public road. However, "supplementary machinery or equipment" does not include:
- a. Any communication device, such as a radio or telephone; or
 - b. Any machinery or equipment that is designed to perform any function normal to the operation of the land vehicle during travel on public roads, such as a steering mechanism.
41. "Temporary substitute aircraft" means any "non-owned aircraft" used in place of a "scheduled aircraft" that is temporarily withdrawn from use because of its damage, breakdown, repair, modification, inspection, servicing, loss or destruction.
42. "Temporary worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm, to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
43. "Total loss" means any physical damage loss for which the cost to repair when added to the "salvage value" equals or exceeds:
- a. The Limit of Insurance specified in the Declarations for a "scheduled aircraft"; or
 - b. The actual cash value of any other Covered Property. Theft of the property or disappearance of the entire aircraft is considered a total loss.
44. "Transportation costs" means the cost of transportation, by the least expensive reasonable means of:
- a. Damaged parts from the site of the loss to and from the most practicable place for repair;
 - b. Replacement parts from the nearest available source to the site of the loss; or
 - c. The damaged property to the most practicable place for repair and, then, to the site of the loss or to your home airport, whichever is closer.
45. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
46. "Volunteer worker" means a person who:
- a. Is not acting within the scope of his or her employment as an "employee" or as a "temporary worker";
 - b. Donates his or her work; and
 - c. Is not paid a fee, salary or other compensation for that work.
47. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and

AIRCRAFT COVERAGE FORM

- (2) The providing of or failure to provide warnings or instructions with respect to such work or operations.

PART 4 - COMMON POLICY CONDITIONS

1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of the cancellation. If the policy is cancelled, that date will become the end of the policy period.
- e. If this policy is cancelled, we will send to the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. When We Do Not Renew

If we do not renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before:

- a. The expiration date; or
- b. The anniversary date, if the policy is issued with a policy period of more than one year.

If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all the agreements between you and us concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our written consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

4. Examination Of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

5. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspection, survey, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

AIRCRAFT COVERAGE FORM

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

6. Premiums

- a. The first Named Insured shown in the Declarations:
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums we pay.
- b. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

7. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone who has proper temporary custody of your property will have rights and duties but only with respect to that property.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal in accordance with applicable insurance laws or regulations.

Scheduled Aircraft (continued)

COVERAGE

LIMITS OF INSURANCE

Coverage A - Liability For Scheduled Aircraft
Aircraft on Schedule

<u>Each Passenger Limit</u>	<u>Each Occurrence Limit</u>
\$	\$

Aircraft #			
	Aircraft Registration Number: Make & Model: Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Year Built: Limit of Insurance: \$ Deductibles: In-Motion: Not-In-Motion:	
	Aircraft Registration Number: Make & Model: Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Year Built: Limit of Insurance: \$ Deductibles: In-Motion: Not-In-Motion:	
	Aircraft Registration Number: Make & Model: Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Year Built: Limit of Insurance: \$ Deductibles: In-Motion: Not-In-Motion:	
	Aircraft Registration Number: Make & Model: Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Year Built: Limit of Insurance: \$ Deductibles: In-Motion: Not-In-Motion:	
	Aircraft Registration Number: Make & Model: Number of Seats: Crew: Passenger: Aircraft Usage: "Pleasure and Business": "Industrial Aid": "Commercial": "Charter/Air Taxi": *Special:	Year Built: Limit of Insurance: \$ Deductibles: In-Motion: Not-In-Motion:	
Aircraft #	* Description of Special Usage:		

Pilot Information (continued)

Aircraft #	Coverage provided by this policy will be effective while the aircraft is "in-flight" <u>ONLY</u> if the following conditions are met:

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO
PROPERTY OF CO-EMPLOYEES**
FOR USE WITH AV002

This policy is amended as follows:

1. The following is added to Paragraph 2.a.(1) of **PART 1 - LIABILITY COVERAGES - Section 5 - Who Is An Insured:**

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business.

2. The following is added to Paragraph 2.a.(2) of **PART 1 - LIABILITY COVERAGES - Section 5 - Who Is An Insured:**

Paragraphs (2)(a) and (b) above do not apply to "property damage" to property:

a. Owned, occupied or used by; or

b. Rented to, in the care custody or control of, or over which physical control is being exercised for any purpose by;

a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business.

Name of Insured

Policy Number

Effective Date
Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF LIMITS - EACH PASSENGER LIMIT
FOR USE ONLY WITH AV002**

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMITS OF INSURANCE</u>	
Coverage A	\$	Each Passenger
Coverage B	\$	Each Passenger
Coverage C	\$	Each Passenger

1. Paragraph 3. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance** is replaced by the following:

The **Coverage A** Each Occurrence Limit for each aircraft is the most we will pay under **Coverage A** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" involving the ownership, maintenance or use of that aircraft.

Subject to the **Coverage A** Each Occurrence Limit, if an Each Passenger Limit is shown in the Declarations, the **Coverage A** Each Passenger Limit for each aircraft is the most we will pay under **Coverage A** for the sum of all damages because of:

- a. All "bodily injury" sustained by any one "passenger" arising out of any one "occurrence" involving the ownership, maintenance or use of that aircraft; and
- b. All "bodily injury" sustained by the spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of "bodily injury" described in Paragraph a. above.

2. Paragraph 4. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance** is replaced by the following:

The **Coverage B** Each Occurrence Limit is the most we will pay under **Coverage B** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Subject to the **Coverage B** Each Occurrence Limit, if an Each Passenger Limit is shown in the Declarations, the **Coverage B** Each Passenger Limit is the most we will pay under **Coverage B** for the sum of all damages because of:

- a. All "bodily injury" sustained by any one "passenger" arising out of any one "occurrence"; and
- b. All "bodily injury" sustained by the spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of "bodily injury" described in Paragraph a. above.

3. Paragraph 5. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance** is replaced by the following:

Name of Insured	Policy Number	Effective Date
		Processing Date

The **Coverage C** Each Occurrence Limit is the most we will pay under **Coverage C** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" involving the ownership, maintenance or use of a newly acquired aircraft.

Subject to the **Coverage C** Each Occurrence Limit, if an Each Passenger Limit is shown in the Declarations, the **Coverage C** Each Passenger Limit is the most we will pay under **Coverage C** for the sum of all damages because of:

- a. All "bodily injury" sustained by any "passenger" arising out of any one "occurrence"; and
- b. All "bodily injury" sustained by the spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of "bodily injury" described in Paragraph a. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FAA REPAIR STATION -
NON-APPLICABILITY OF PILOT CONDITIONS**

This policy is amended as follows:

1. The **Pilot** conditions of the **Pilot Information** section of the Declarations do not apply while a "covered aircraft" is in the care, custody or control of an FAA approved Repair Station for the purpose of maintenance, repair or test flights.
2. The following is added to the **Airworthiness, Unlawful Purpose Or Other Violations Or Operational Limitations** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

The part of this exclusion pertaining to a "covered aircraft" being operated by any person other than the pilot stated in the Declarations does not apply while the "covered aircraft" is in the care, custody or control of an FAA approved Repair Station for the purpose of maintenance, repair or test flights.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARGO LIABILITY COVERAGE

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
Coverage - Cargo Liability	\$ Each Occurrence
Deductible	\$

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Cargo Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of direct physical loss of or damage to "cargo" to which this insurance applies. We will pay such sums only if they exceed the deductible shown in the Schedule of the **CARGO LIABILITY COVERAGE** endorsement. This insurance applies to direct physical loss of or damage to "cargo" only if the loss or damage:

- a. Occurs while the "cargo" is in the insured's care, custody or control and is:
 - (1) On "covered aircraft"; or
 - (2) On "aviation premises" prior to loading on, while loading on or unloading from, or after unloading from, "covered aircraft"; and
- b. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

Our obligation under **Coverage - Cargo Liability** to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount shown in the Schedule of the **CARGO LIABILITY COVERAGE** endorsement. Any such deductible amount applies to all damages because of direct physical loss of or damage to cargo arising out of any one "occurrence", regardless of the number of persons or organizations who sustained loss or damage because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of such action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

2. The following is added to the **Damage To Property** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

This exclusion does not apply to direct physical loss or damage covered under **Coverage - Cargo Liability**.

Name of Insured	Policy Number	Effective Date
		Processing Date

3. The following exclusion is added to **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

Cargo Liability

- a. Direct physical loss of or damage to any of the following "cargo":
- (1) Money, securities, precious stones, precious metals, jewelry, fine art or antiques of any kind;
 - (2) Perishables or livestock; or
 - (3) Slung loads.
- b. Direct physical loss of or damage to "cargo" arising out of:
- (1) Any dishonest or criminal act of the insured or the insured's "employee", "temporary worker" or agent; or
 - (2) Wear, tear, deterioration or extremes of temperature or pressure, or due to the perishable or hazardous nature of the property.
- c. Consequential loss of any kind, or delay or loss of market because of direct physical loss of or damage to any "cargo".
- d. Any loss in excess of the actual cost of reproducing or replacing destroyed or damaged manuscripts, notes, checks, securities, accounts, bills, deeds or any other valuable papers.
4. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **CARGO LIABILITY COVERAGE** endorsement is the most we will pay under **Coverage - Cargo Liability** for the sum of all damages because of direct physical loss of or damage to "cargo" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **CARGO LIABILITY COVERAGE** endorsement is subject to whichever of those limits applies.

5. The following is added to Paragraph b. of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions**:

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of direct physical loss of or damage to "cargo" covered under **Coverage - Cargo Liability**.

6. The following definition is added to **PART 3 - DEFINITIONS**:

"Cargo" means tangible property of others accepted for transportation by you for a charge under a tariff bill of lading or shipping receipt issued by you. For the purposes of this insurance, data, including information, facts or programs in any electronic format, is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR CHARTER REFERRAL

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
Coverage - Liability For Charter Referral	\$ Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For Charter Referral

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if the "bodily injury" or "property damage":

- Arises out of your arrangement for use of a "non-owned aircraft" by or on behalf of another person or organization, and not by you or on your behalf; and
- Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance:**

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR CHARTER REFERRAL** endorsement is the most we will pay under **Coverage - Liability For Charter Referral** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Name of Insured	Policy Number	Effective Date
		Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LIABILITY COVERAGE

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
Coverage - Garagekeepers Liability	\$ Each Occurrence
Each Auto Deductible	\$
Each Occurrence Deductible	\$

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Garagekeepers Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies. We will pay such sums only if they exceed the deductible shown in the Schedule of the **GARAGEKEEPERS LIABILITY COVERAGE** endorsement. This insurance applies to "property damage" only if:

- a. The "property damage" is to an "auto" while such "auto":
 - (1) Is in the care, custody or control of the insured for valet parking, for towing, for safekeeping or for storage; or
 - (2) Is on "aviation premises" for any other incidental use by the insured;
- b. The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- c. The "property damage" occurs during the policy period; and
- d. Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

"Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";

Name of Insured	Policy Number	Effective Date
		Processing Date

- b. Receives a written or verbal demand or claim for damages because of the "property damage"; or
- c. Becomes aware by any other means that "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

Our obligation under **Coverage - Garagekeepers Liability** to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts shown in the Schedule of the **GARAGEKEEPERS LIABILITY COVERAGE** endorsement.

If a deductible amount is shown on an each "auto" basis, that deductible applies to all damages because of "property damage" to each "auto" arising out of any one "occurrence".

If a deductible amount is shown on an each "occurrence" basis, that deductible applies to all damages because of "property damage" to all "autos" arising out of any one "occurrence", regardless of the number of "autos", persons or organizations that sustained "property damage" because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of such action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

- 2. The following is added to the **Damage To Property** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This exclusion does not apply to "property damage" covered under **Coverage - Garagekeepers Liability**.

- 3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **GARAGEKEEPERS LIABILITY COVERAGE** endorsement is the most we will pay under **Coverage - Garagekeepers Liability** for the sum of all damages because of all "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **GARAGEKEEPERS LIABILITY COVERAGE** endorsement is subject to whichever of those limits applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HANGARKEEPERS LIABILITY COVERAGE

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
Coverage - Hangarkeepers Liability	\$ Each Occurrence
Each Aircraft Deductible	\$
Each Occurrence Deductible	\$

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Hangarkeepers Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies. We will pay such sums only if they exceed the deductible shown in the Schedule of the **HANGARKEEPERS LIABILITY COVERAGE** endorsement. This insurance applies to "property damage" only if:

- The "property damage" is to a "non-owned aircraft" while such aircraft is in the insured's care, custody or control on "aviation premises" for the sole purpose of safekeeping, storage, service or repair of such aircraft;
- The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- The "property damage" occurs during the policy period; and
- Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

"Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- Reports all, or any part, of the "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";
- Receives a written or verbal demand or claim for damages because of the "property damage"; or

Name of Insured

Policy Number

Effective Date

Processing Date

- c. Becomes aware by any other means that "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

Our obligation under **Coverage - Hangarkeepers Liability** to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts shown in the Schedule of the **HANGARKEEPERS LIABILITY COVERAGE** endorsement.

If a deductible amount is shown on an each aircraft basis, that deductible applies to all damages because of "property damage" to each "non-owned aircraft" arising out of any one "occurrence".

If a deductible amount is shown on an each "occurrence" basis, that deductible applies to all damages because of "property damage" to all "non-owned aircraft" arising out of any one "occurrence", regardless of the number of aircraft, persons or organizations that sustained "property damage" because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of such action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

The insurance provided under **Coverage - Hangarkeepers Liability** is subject to the following provision:

If repairs are made by the insured, we will not pay more than:

- a. The insured's actual net cost for necessary material and parts of like kind and quality; and
 - b. The insured's actual wages for labor at current straight-time rates, not including any premium for overtime wages, plus 50% of such wages as an allowance for overhead and supervision.
2. The following is added to the **Damage To Property** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This exclusion does not apply to "property damage" covered under **Coverage - Hangarkeepers Liability**.

Additionally, insurance provided under:

Coverage - Hangarkeepers Liability does not apply to "property damage" to aircraft or parts of any aircraft owned by, or leased, rented or loaned to, the insured, any partner or member of the insured (if the insured is a partnership or joint venture), any member of the insured (if the insured is a limited liability company), any executive officer of the insured (if the insured is an organization other than a partnership, joint venture or limited liability company), any spouse or other family relative of the insured or such partner, member or executive officer, or any "employee" or "temporary worker" of the insured, unless such aircraft is in your care, custody or control for the sole purpose of safekeeping, storage, service or repair under an agreement for which a charge has been made.

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **HANGARKEEPERS LIABILITY COVERAGE** endorsement is the most we will pay under **Coverage - Hangarkeepers Liability** for the sum of all damages because of all "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **HANGARKEEPERS LIABILITY COVERAGE** endorsement is subject to whichever of those limits applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
Coverage - Incidental Medical Malpractice Liability	\$ Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Incidental Medical Malpractice Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to which this insurance applies. This insurance applies to "bodily injury" only if:

- You are not in the business or occupation of providing professional health care services;
- The "bodily injury" arises out of the providing or failing to provide first aid by any of your "employees", "temporary workers" or "volunteer workers", other than a doctor;
- The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory";
- The "bodily injury" occurs during the policy period; and
- Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" had occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" after the end of the policy period.

"Bodily injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- Reports all, or any part, of the "bodily injury", including any claim or "suit" alleging it, to us or any provider of "other insurance";
- Receives a written or verbal demand or claim for damages because of the "bodily injury"; or
- Becomes aware by any other means that "bodily injury" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

Name of Insured	Policy Number	Effective Date
		Processing Date

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE** endorsement is the most we will pay under **Coverage - Incidental Medical Malpractice Liability** for the sum of all damages because of all "bodily injury" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE** endorsement is subject to whichever of those limits applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOST LIQUOR LIABILITY COVERAGE

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Host Liquor Liability

\$

Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Host Liquor Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if:

- a. You are not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;
- b. The "bodily injury" or "property damage" arises out of the serving or giving of any alcoholic beverages in your "aviation operations";
- c. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- d. The "bodily injury" or "property damage" occurs during the policy period.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. The following is added to the **Liquor Liability** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This exclusion does not apply to "bodily injury" or "property damage" covered under **Coverage - Host Liquor Liability**.

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **HOST LIQUOR LIABILITY COVERAGE** endorsement is the most we will pay under **Coverage - Host Liquor Liability** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **HOST LIQUOR LIABILITY COVERAGE** endorsement is subject to whichever of those limits applies.

Name of Insured

Policy Number

Effective Date

Processing Date

4. The following is added to Paragraph **b.** of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions**:

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "bodily injury" or "property damage" covered under **Coverage - Host Liquor Liability**.

5. The following is added to **PART 3 - DEFINITIONS**:

"Aviation operations" means aviation activities in connection with the ownership, maintenance or use of:

- a. "Aviation premises"; or
- b. "Covered aircraft".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS COVERAGE FOR AVIATION PREMISES

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Medical Payments for Aviation Premises

\$

Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Medical Payments For Aviation Premises

We will pay reasonable medical expenses for:

- a. First aid administered at the time of an accident;
- b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. Necessary ambulance, hospital, professional nursing and funeral services; for "bodily injury" to which this insurance applies.

This insurance applies to "bodily injury" only if the "bodily injury":

- a. Is caused by an accident; and
- b. Arises out of the ownership, maintenance or use of "aviation premises": provided that:
 - a. The accident takes place during the policy period and in the "coverage territory";
 - b. The expenses are incurred and reported to us within one year of the date of the accident; and
 - c. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

The amount we will pay for these expenses is limited as described in **Section 6 - Limits Of Insurance.**

2. The following is added to the **Medical Payments** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

Medical expenses for "bodily injury", except as provided under **Coverage D:**

- a. To any insured, other than any "volunteer worker";
- b. To a person hired to do work for or on behalf of:
 - (1) Any insured; or
 - (2) A tenant of any insured;

Name of Insured

Policy Number

Effective Date
Processing Date

- c. To a person injured on that part of "aviation premises" you own or rent that the person normally occupies;
 - d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or any similar law; or
 - e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
3. The following is added to Paragraph 2. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

The Aggregate Limit also includes the most we will pay for the sum of all medical expenses under **Coverage - Medical Payments For Aviation Premises**.

4. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **MEDICAL PAYMENTS COVERAGE FOR AVIATION PREMISES** endorsement is the most we will pay under **Coverage - Medical Payments For Aviation Premises** for the sum of all medical expenses because of "bodily injury" sustained by any one person and arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **MEDICAL PAYMENTS COVERAGE FOR AVIATION PREMISES** endorsement is subject to whichever of those limits applies.

5. Paragraph d. of the **Duties In The Event of Occurrence, Offense, Claims or Suit** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions** does not apply to expenses for first aid under **Coverage - Medical Payments For Aviation Premises**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR MOBILE EQUIPMENT

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Liability For Mobile Equipment

\$

Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For Mobile Equipment

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if:

- a. The "bodily injury" or "property damage" arises out of the ownership, maintenance or use of "mobile equipment" in or for your "aviation operations";
- b. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- c. The "bodily injury" or "property damage" occurs during the policy period; and
- d. Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

"Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury" or "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

Name of Insured

Policy Number

Effective Date

Processing Date

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR MOBILE EQUIPMENT** endorsement is most we will pay under **Coverage - Liability For Mobile Equipment** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR MOBILE EQUIPMENT** endorsement is subject to whichever of those limits applies.

3. The following is added to Paragraph b. of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions**:

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "bodily injury" or "property damage" covered under **Coverage - Liability For Mobile Equipment**.

4. The following is added to **PART 3 - DEFINITIONS**:

"Aviation operations" means aviation activities in connection with the ownership, maintenance or use of:

- a. "Aviation premises"; or
- b. "Covered aircraft".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMITS OF INSURANCE

Coverage - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft :

- a. With respect to any "scheduled aircraft" or "temporary substitute aircraft":
- | | | |
|--------------------------------|----|-----------------|
| Each Non-Crew-Member Passenger | \$ | Each Occurrence |
| Each Crew-Member | \$ | Each Occurrence |
- b. With respect to any "non-owned aircraft" except a "temporary substitute aircraft":
- | | | |
|---|----|-------------------|
| Each Non-Crew-Member Passenger | \$ | Each Occurrence |
| Each Crew-Member | \$ | Each Occurrence |
| Total Non-owned Aircraft Non-Crew-Members
And Crew-Member Passengers | \$ | Each Occurrence |
| Maximum Weekly Indemnity Limit (Each Passenger) | \$ | Each Occurrence |
| Maximum Indemnity Period: | | Consecutive Weeks |

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft

We will pay those sums that you request us to pay to, or for the benefit of, each covered "passenger" who sustains "bodily injury" to which this insurance applies. This insurance applies to "bodily injury" only if the "bodily injury":

- a. Arises out of:
- (1) The ownership, maintenance or use of "scheduled aircraft"; or
 - (2) The use of "non-owned aircraft" by you or on your behalf;
- b. Is death, "permanent total disability", "loss of one body part", or "loss of two or more body parts", or directly and independently of all other causes results in death, such disability or such loss; and
- c. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

We will make these payments regardless of fault.

The amount we will pay for these payments is limited as described in **Section 6 - Limits Of Insurance.**

Name of Insured

Policy Number

Effective Date

Processing Date

If a specified limit of insurance is shown in the Schedule of the **PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT** endorsement for a "passenger" and if "bodily injury" to which this insurance applies causes that injured "passenger" to become "totally disabled", we will reimburse you for payments you choose to make to the injured "passenger" for the loss of earnings as a result of the disability. However, we will only be liable for up to eighty percent (80%) of the average weekly wage of that "passenger" but not exceeding the Maximum Weekly Indemnity Limit shown in that Schedule. Payments will be made for the period of continuous total disability for up to the Maximum Indemnity Period shown in that Schedule. If the injured "passenger" is a "crew-member", or is your "employee" or "temporary worker", when the "occurrence" takes place, the applicable limit of insurance under **Coverage - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft** will be reduced by the amount of any payments that are made under this Paragraph.

The insurance provided under **Coverage - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft** is subject to the following provisions:

- a. We will only make payments under such coverage to or on behalf of any person if such person or their legal representative will, if requested:
 - (1) Authorize us to obtain medical reports and copies of records. The injured person will submit to examination, at our expense, by physicians of our choice as often as we reasonably require; and
 - (2) Execute a full release, approved by us, for all claims or "suits" that may be made or brought by or on behalf of such person against any insured, or against any other person or organization being indemnified by any insured, for "bodily injury" to which this insurance applies.
 - b. If within 120 days after an offer of payment is made under such coverage, the payment offer is not accepted or is rejected, or if at any time a claim is made in writing or a "suit" is brought by or on behalf of a "passenger" against any insured for "bodily injury" to which this insurance applies, **Coverage - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft** will not apply to, or for the benefit of, that "passenger".
 - c. **Coverage - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft** will not apply to, or for the benefit of, any "crew-member" on any "non-owned aircraft" unless the Schedule of the **PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT** endorsement indicates a specified Each Crew-Member Limit of Insurance under such coverage for "non-owned aircraft" and:
 - (1) The "crew-member" is a professional pilot who is a regular "employee" of the insured and is acting in his or her capacity as such, or
 - (2) The "crew-member" would normally be operating a "scheduled aircraft", but is operating a "non-owned aircraft" on your behalf.
2. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

The following Passenger Voluntary Settlement Limits For Scheduled And Non-Owned Aircraft shown in the Schedule of the **PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT** endorsement are the most we will pay under **Coverage - Passenger Voluntary Settlements Coverage For Scheduled And Non-Owned Aircraft** for the sum of all payments because of all "bodily injury" arising out of any one "occurrence":

- a. With respect to any "scheduled aircraft" or "temporary substitute aircraft":
 - (1) the Each Non-Crew-Member Passenger Limit is the most we will pay under such coverage for the sum of all payments because of all "bodily injury" sustained by any one "passenger" other than a "crew-member"; and
 - (2) the Each Crew-Member Limit is the most we will pay under such coverage for the sum of all payments because of all "bodily injury" sustained by any one "crew-member".

- b. With respect to any "non-owned aircraft" except a "temporary substitute aircraft":
- (1) the Each Non-Crew-Member Passenger Limit is the most we will pay under such coverage for the sum of all payments because of all "bodily injury" sustained by any one "passenger" other than a "crew-member";
 - (2) the Each Crew-Member Limit is the most we will pay under such coverage for the sum of all payments because of all "bodily injury" sustained by any one "crew-member"; and
 - (3) the Total Non-Owned Aircraft Non-Crew-Member and Crew-Member Limit is the most we will pay under such coverage for the sum of all payments because of all "bodily injury" sustained by all "passengers" and "crew-members".
- c. However, the most we will pay under such coverage for "loss of one body part" is one-half of the applicable limit described in Paragraph a. or b. above.

Subject to the Maximum Indemnity Period shown in the Schedule of the **PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT** endorsement, the Each Passenger Maximum Weekly Indemnity Limit shown in the Schedule of that endorsement is the most we will pay to an injured "passenger" who becomes "totally disabled" as a direct result of "bodily injury" to which this insurance applies. However, if the injured "passenger" is a "crew-member", or is your "employee" or "temporary worker" when the "occurrence" takes place, the applicable Passenger Voluntary Settlement Limit For Scheduled And Non-Owned Aircraft shown in the Schedule of that endorsement will be reduced by the amount of any such payments.

If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Passenger Voluntary Settlement Limits For Scheduled And Non-Owned Aircraft shown in the Schedule of the **PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT** endorsement are subject to whichever of those limits applies.

3. Paragraph d. of the **Duties In The Event of Occurrence, Offense, Claims or Suit** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions** does not apply to "passenger" voluntary payments under **Coverage - Passenger Voluntary Settlements For Scheduled And Non-Owned Aircraft**.

4. The following definitions are added to **PART 3 - DEFINITIONS**:

"Loss of one body part" means:

- a. Severance of a hand at or above the wrist;
- b. Severance of a foot at or above the ankle; or
- c. The entire and irrecoverable loss of sight of an eye.

"Loss of two or more body parts" means a loss that:

- a. Is any combination of Paragraphs a., b. or c. in the definition of "loss of one body part"; or
- b. Meets the requirements of either of those Paragraphs for more than one hand, foot or eye.

"Permanent total disability" means, after 12 months of being continuously "totally disabled", the inability of the injured "passenger", for the rest of that person's life, to perform every duty pertaining to his or her occupation at the time the "occurrence" takes place.

"Totally disabled" means the complete inability to perform any duty pertaining to one's occupation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR PROPERTY DAMAGE BY FIRE

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Liability For Property Damage By Fire \$ Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For Property Damage By Fire

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies. This insurance applies to "property damage" only if:

- a. The "property damage" is to "aviation premises", other than any hangar or part of any hangar, rented or leased to you and is caused by fire;
- b. The "property damage" arises out of your "aviation operations";
- c. The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- d. The "property damage" occurs during the policy period; and
- e. Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

"Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";
- b. Receives a written or verbal demand or claim for damages because of the "property damage"; or
- c. Becomes aware by any other means that "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Name of Insured

Policy Number

Effective Date

Processing Date

2. The following is added to the **Damage To Property** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This exclusion does not apply to "property damage" covered under **Coverage - Liability For Property Damage By Fire**.

3. The following replaces Paragraph **a.(1)** of the **Pollution** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

- (1) At, on, in or from any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (b) "Bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of heat, smoke or fumes from a "hostile fire"; or
 - (c) "Property damage" caused by fire;

4. The following replaces Paragraph **2.a.(2)** of **PART 1 - LIABILITY COVERAGES - Section 5 - Who Is An Insured**:

- (2) "Property damage", except as provided under **Coverage - Liability For Property Damage By Fire**, to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

5. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR PROPERTY DAMAGE BY FIRE** endorsement is the most we will pay under **Coverage - Liability For Property Damage By Fire** for the sum of all damages because of all "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR PROPERTY DAMAGE BY FIRE** endorsement is subject to whichever of those limits applies.

6. The following is added to Paragraph **b.** of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions**:

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "property damage" covered under **Coverage - Liability For Property Damage By Fire**.

7. The following is added to **PART 3 - DEFINITIONS**:

"Aviation operations" means aviation activities in connection with the ownership, maintenance or use of:

- a. "Aviation premises"; or
- b. "Covered aircraft".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Liability For Property Damage To
Hangars And Their Contents

\$ Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For Property Damage To Hangars And Their Contents

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies. This insurance applies to "property damage" only if:

- a. The "property damage" is to:
 - (1) Any hangar, or part of any hangar, rented or leased to an insured; or
 - (2) Such hangar's contents, other than any aircraft or "cargo", not owned by an insured;
- b. The "property damage" arises out of your "aviation operations";
- c. The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- d. The "property damage" occurs during the policy period; and
- e. Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

"Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";
- b. Receives a written or verbal demand or claim for damages because of the "property damage"; or

Name of Insured

Policy Number

Effective Date

Processing Date

- c. Becomes aware by any other means that "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

2. The following is added to the **Damage To Property** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This exclusion does not apply to "property damage" covered under **Coverage - Liability For Property Damage To Hangars And Their Contents**.

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS** endorsement is the most we will pay under **Coverage - Liability For Property Damage To Hangars And Their Contents** for the sum of all damages because of all "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS** endorsement is subject to whichever of those limits applies.

4. The following is added to Paragraph b. of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions**:

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "property damage" covered under **Coverage - Liability For Property Damage To Hangars And Their Contents**.

5. The following is added to **PART 3 - DEFINITIONS**:

"Aviation operations" means aviation activities in connection with the ownership, maintenance or use of:

- a. "Aviation premises"; or
- b. "Covered aircraft".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
Coverage - Liability For Property Damage To Non-owned Aircraft	\$ Each Occurrence
Reporting Grace Period:	Consecutive Days
Maximum Number of Seats:	

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For Property Damage To Non-Owned Aircraft

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies. This insurance applies to "property damage" only if the "property damage" is:

- To a "non-owned aircraft" being used by you or on your behalf that is not in the insured's care, custody or control for the sole purpose of safekeeping, storage, service or repair of such aircraft; and
- Caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

However, this insurance will not apply while such aircraft is "in-flight" unless such aircraft is operated by a person employed as a professional pilot acting in his or her capacity as such.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

The insurance provided under **Coverage - Liability For Property Damage To Non-Owned Aircraft** is subject to the following provision:

You must report to us as soon as practicable the lease or use of any "non-owned aircraft" that exceeds the Reporting Grace Period shown in the Schedule of the **LIABILITY COVERAGE FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT** endorsement. We may request additional information and charge an additional premium for this lease or use. Your inadvertent failure to report to us this lease or use will not void this coverage if you report to us this lease or use as soon as possible after the omission is discovered, and we still may request additional information and charge an additional premium for this lease or use at that time.

Name of Insured	Policy Number	Effective Date
		Processing Date

2. The following is added to the **Damage To Property** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This exclusion does not apply to "property damage" covered under **Coverage - Liability For Property Damage To Non-Owned Aircraft**.

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 4. above, the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT** endorsement is the most we will pay under **Coverage - Liability For Property Damage To Non-Owned Aircraft** for the sum of all damages because of all "property damage" arising out of any one "occurrence".

4. The following is added to Paragraph b. of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions**:

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "property damage" covered under **Coverage - Liability For Property Damage To Non-Owned Aircraft**.

5. The following is added to the exceptions of Paragraph a. of the definition of "non-owned aircraft" of **PART 3 - DEFINITIONS**:

Any aircraft having a seating configuration exceeding the Maximum Number of Seats shown in the Schedule of the **LIABILITY COVERAGE FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT** endorsement (regardless of the actual number of "passengers" on the aircraft).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE

This policy is amended as follows:

SCHEDULE

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
Coverage - Personal Effects And Baggage Loss Or Damage	\$ Each Passenger/Each Occurrence
Each Passenger Deductible	\$

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Personal Effects And Baggage Loss Or Damage

We will:

- a. Pay those sums that you become legally obligated to pay as damages; or
- b. Reimburse you for sums you have agreed to pay to others;

because of direct physical loss of or damage to the personal effects or baggage, other than "cargo", of a "passenger" of any "covered aircraft" to which this insurance applies. We will pay such sums only if they exceed the deductible shown in the Schedule of the **COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE** endorsement. This insurance applies only to such direct physical loss of or damage to the personal effects or baggage of a "passenger" if the loss or damage:

- a. Occurs while the personal effects or baggage is in the insured's care, custody or control; and
- b. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

Our obligation under **Coverage - Personal Effects And Baggage Loss Or Damage** to pay damages on your behalf or to reimburse you for sums you have agreed to pay to others applies only to the amount of such damages or sums in excess of any deductible amount shown in the Schedule of the **COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE** endorsement. Any such deductible amount applies to all damages, or sums you have agreed to pay others, because of direct physical loss of or damage to the personal effects or baggage of any one "passenger".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of such action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.

The amount we will pay for damages or other sums is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Name of Insured	Policy Number	Effective Date
		Processing Date

2. The following is added to the **Damage To Property** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

This exclusion does not apply to direct physical loss or damage covered under **Coverage - Personal Effects And Baggage Loss Or Damage.**

3. The following is added to Paragraph 2. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance:**

The Aggregate Limit also includes the most we will pay for the sum of all payments under **Coverage - Personal Effects And Baggage Loss Or Damage.**

4. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance:**

Subject to Paragraph 2. above, the Each Passenger/Each Occurrence Limit shown in the Schedule of the **COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE** endorsement is the most we will pay under **Coverage - Personal Effects And Baggage Loss Or Damage** for the sum of all damages, and sums you have agreed to pay others, because of direct physical loss of or damage to the personal effects and baggage of any one "passenger" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Passenger/Each Occurrence Limit shown in the Schedule of the **COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE** endorsement is subject to whichever of those limits applies.

5. Paragraph d. of the **Duties In The Event of Occurrence, Offense, Claims or Suit** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions** does not apply to sums you have agreed to pay to others for personal effects or baggage loss or damage under **Coverage - Personal Effects And Baggage Loss Or Damage.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR THE SALE OF AIRCRAFT AND AIRCRAFT PRODUCTS AND SERVICES

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

**Coverage - Liability For The Sale Of Aircraft And
Aircraft Products And Services**

\$ Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For The Sale Of Aircraft And Aircraft Products And Services

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if:

- a. The "bodily injury" or "property damage" arises out of:
 - (1) The sale, or relinquishment from exclusive written lease, by you of any aircraft;
 - (2) The furnishing to others by the insured, without intentional profit, of any materials, parts, equipment or fuel, or any maintenance services, used in or for your "aviation operations"; or
 - (3) The furnishing to others by the insured, without intentional profit, of food or non-alcoholic beverages in your "aviation operations";
- b. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- c. The "bodily injury" or "property damage" occurs during the policy period;
- d. The "bodily injury" or "property damage" occurs away from "aviation premises" after physical possession of such aircraft, materials, parts, equipment, fuel, food, or non-alcoholic beverages have been relinquished to others or after the maintenance has been completed; and
- e. Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

Name of Insured

Policy Number

Effective Date
Processing Date

"Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury" or "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. The following exclusions are added to **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

Recall Of Products Or Work

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product"; or
- b. "Your work";

if such product or work is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR THE SALE OF AIRCRAFT AND AIRCRAFT PRODUCTS AND SERVICES** endorsement is the most we will pay under **Coverage - Liability For The Sale Of Aircraft And Aircraft Products And Services** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR THE SALE OF AIRCRAFT AND AIRCRAFT PRODUCTS AND SERVICES** endorsement is subject to whichever of those limits applies.

4. The following is added to Paragraph b. of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions**:

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "bodily injury" or

"property damage" covered under **Coverage - Liability For The Sale Of Aircraft And Aircraft Products And Services**.

5. The following are added to **PART 3 - DEFINITIONS**:

"Aviation operations" means aviation activities in connection with the ownership, maintenance or use of:

- a. "Aviation premises"; or
- b. "Covered aircraft".

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such goods or products; and
- (2) The providing of or failure to provide warnings or instructions with respect to such goods or products.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR SEARCH AND RESCUE EXPENSES

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Search And Rescue Expenses

\$ Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Search And Rescue Expenses

We will reimburse you for your actual incurred expenses for search and rescue operations for any "passengers" performed by you, or at your request, because of actual or suspected "bodily injury" to such "passengers" that:

- a. Arises out of the use of "covered aircraft"; and
- b. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

We will pay such expenses only if you incur them after search and rescue operations have been abandoned by all governmental authorities that normally conduct such operations.

We will make these payments regardless of fault.

The amount we will pay for these payments is limited as described in **Section 6 - Limits Of Insurance.**

2. The following is added to the **Search And Rescue Expenses** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

This exclusion does not apply to expenses covered under **Coverage - Search And Rescue Expenses.**

Additionally, insurance provided under **Coverage - Search And Rescue Expenses** does not apply to any expense:

- a. For any governmental or military search and rescue operations;
- b. Arising out of loss or damage to any equipment used in connection with the search and rescue operations;
- c. Arising out of the injury or death of any persons involved in the search and rescue operations;
- d. Incurred after it is reasonably assumed that there are no survivors; or
- e. Associated with salvaging the "covered aircraft" or any other property.

Name of Insured

Policy Number

Effective Date
Processing Date

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance:**

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **COVERAGE FOR SEARCH AND RESCUE EXPENSES** endorsement is the most we will pay under **Coverage - Search And Rescue Expenses** for the sum of all expenses for search and rescue operations because of actual or suspected "bodily injury" to "passengers" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **COVERAGE FOR SEARCH AND RESCUE EXPENSES** endorsement is subject to whichever of those limits applies.

4. Paragraph d. of the **Duties In the Event of Occurrence, Offense, Claims or Suit** condition of **Part 1 - Liability Coverages - Section 7 - Liability Coverages Conditions** does not apply to expenses for search and rescue operations under **Coverage - Search And Rescue Expenses**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR PERSONAL INJURY

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Liability For Personal Injury \$ All Persons or Organizations

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For Personal Injury

We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. This insurance applies to "personal injury" only if the "personal injury":

- a. Arises out of your "aviation operations"; and
- b. Is caused by an offense committed in the "coverage territory" and during the policy period.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

2. The following exclusions are added to **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

Bodily Injury Arising Out Of Personal injury

"Bodily injury" arising out of "personal injury", except as provided under **Coverage - Liability For Personal Injury**.

Contractual Liability For Personal Injury

"Personal injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Intellectual Property

"Personal injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;

Name of Insured

Policy Number

Effective Date
Processing Date

- f. Trade secret; or
- g. Other intellectual property rights or laws.

Personal Injury

"Personal injury":

- a. Arising out of an offense committed by or at the direction of the insured with the knowledge that the rights of another would be violated and that "personal injury" would result;
- b. Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral or written publication, in any manner, of material whose first publication took place prior to the policy period;
- d. Arising out of a criminal act committed by or with the consent of the insured;
- e. Arising out of a breach of contract;
- f. Arising out of an offense committed by an insured whose business is:
 - (1) Advertising, "broadcasting" or publishing, provided that for purposes of this subparagraph:
 - (a) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
 - (b) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider;
- g. Arising out of an electronic chatroom, bulletin board or web log the insured hosts or owns, or over which the insured exercises control; or
- h. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar activities that mislead another's potential customers or supporters.

Paragraph a. of this exclusion does not apply to "personal injury" caused by malicious prosecution.

Paragraph f. of this exclusion does not apply to Paragraphs a.(1) (2) and (3) of the definition of "personal injury".

3. The following is added to the Medical Payments exclusion of PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:

Medical expenses for "bodily injury" described in Paragraph b. of the definition of "personal injury" and excluded under **PART 1 - LIABILITY COVERAGES**.

4. The following replaces the Employment Related Practices exclusion of PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:

Employment Related Practices

"Bodily injury" or "personal injury" to:

- a. A person, other than an "independent contractor", arising out of any:
 - (1) Refusal to hire that person;
 - (2) Termination of that person's employment or "temporary worker" status; or

- (3) Other practice, policy, act or omission related to that person's employment or "temporary worker" status, such as coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment or "temporary worker" status; or
- b. The spouse, child, parent, brother, sister, domestic partner or member of the household of that person as a consequence of "bodily injury" or "personal injury" described in Paragraph a. above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance:**

Subject to Paragraph 2. above, the Personal Injury Limit shown in the Schedule of the **LIABILITY COVERAGE FOR PERSONAL INJURY** endorsement is the most we will pay under **Coverage - Liability For Personal Injury** for the sum of all damages because of all "personal injury" sustained by all persons or organizations.

6. The following is added to Paragraph b. of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions:**

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "personal injury" covered under **Coverage - Liability For Personal Injury**.

7. The following are added to **PART 3 - DEFINITIONS:**

"Aviation operations" means aviation activities in connection with the ownership, maintenance or use of:

- a. "Aviation premises"; or
- b. "Covered aircraft".

"Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with that programming.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR USE OF AN AUTO ON AVIATION PREMISES

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

**Coverage - Liability For Use Of
An Auto On Aviation Premises**

\$ Each Occurrence

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages**:

Coverage - Liability For Use Of An Auto On Aviation Premises

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if the "bodily injury" and "property damage":

- a. Arises out of the use of an "auto" while such "auto" is on "aviation premises", other than public roadways or parking areas; and
- b. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. The following is added to the **Auto Or Watercraft** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions**:

This exclusion does not apply to "bodily injury" or "property damage" covered under **Coverage - Liability For Use Of An Auto On Aviation Premises**.

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

The Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR USE OF AN AUTO ON AVIATION PREMISES** endorsement is the most we will pay under **Coverage - Liability For Use Of An Auto On Aviation Premises** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit

Name of Insured

Policy Number

Effective Date
Processing Date

shown in the Schedule of the **LIABILITY COVERAGE FOR USE OF AN AUTO ON AVIATION PREMISES** endorsement is subject to whichever of those limits applies.

4. The following is added to Paragraph **b.** of the **Other Insurance** condition of **PART 1 - LIABILITY COVERAGES - Section 7 - Liability Coverages Conditions:**

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis, that is for damages because of "bodily injury" or "property damage" covered under **Coverage - Liability For Use Of An Auto On Aviation Premises.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARACHUTING OR SKYDIVING EXCLUSION

The following exclusion is added to **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

Parachuting Or Skydiving

"Injury, damage or loss" arising out of parachuting or skydiving.

Name of Insured

Policy Number

Effective Date
Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO
PROPERTY OF CO-EMPLOYEES**

FOR USE WITH AV052

This policy is amended as follows:

1. The following is added to Paragraph 2.a.(1) of **PART 1 - LIABILITY COVERAGES - Section 5 - Who Is An Insured:**

Paragraph(1)(a) above does not apply to "bodily injury" to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or related to any "covered aircraft" used for any Aircraft Usage stated in the Declarations.

2. The following is added to Paragraph 2.a.(2) of **PART 1 - LIABILITY COVERAGES - Section 5 - Who Is An Insured:**

Paragraphs (2)(a) and (b) above do not apply to "property damage" to property:

a. Owned, occupied or used by; or

b. Rented to, in the care custody or control of, or over which physical control is being exercised for any purpose by;

a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or related to any "covered aircraft" used for any Aircraft Usage stated in the Declarations.

Name of Insured

Policy Number

Effective Date
Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS

This policy is amended as follows:

SCHEDULE

COVERAGE

LIMIT OF INSURANCE

Coverage - Liability For Contractual Agreements

\$

Each Occurrence

Described Excluded Contracts:

1. The following is added to **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages:**

Coverage - Liability For Contractual Agreements

We will pay those sums that you become legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. This insurance applies to "bodily injury" and "property damage" only if:

- a. You have assumed liability for damages because of the "bodily injury" or "property damage" in a contract or agreement that is an "insured contract";
- b. The "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract";
- c. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- d. The "bodily injury" or "property damage" occurs during the policy period; and
- e. Prior to the policy period, no insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

Name of Insured

Policy Number

Effective Date
Processing Date

"Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section 5 - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury" or "property damage", including any claim or "suit" alleging it, to us or any provider of "other insurance";
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred, has begun to occur or is alleged to have occurred or begun to occur.

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

The insurance provided under **Coverage - Liability For Contractual Agreements** is subject to the following provisions:

- a. You must submit to us as soon as practicable any written contract or agreement that is an "insured contract" in which you have assumed liability for damages because of "bodily injury" or "property damage" and that is for:
 - (1) The ownership, maintenance or use of "scheduled aircraft"; or
 - (2) The use of "non-owned aircraft" by you or on your behalf.

We may charge an additional premium for any such contract or agreement. Your inadvertent failure to submit to us any such contract or agreement will not void this coverage if you submit to us such contract or agreement as soon as possible after the omission is discovered, and we still may charge an additional premium for any such contract or agreement at that time.

- b. Reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (1) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged.

2. The **Contractual Liability For Bodily Injury And Property Damage** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions** is replaced by the following:

Contractual Liability For Bodily Injury And Property Damage

"Bodily injury" or "property damage", except as provided under **Coverage - Liability For Contractual Agreements**, for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS** endorsement is the most we will pay under **Coverage - Liability For Contractual Agreements** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence". If either Paragraph 3., 4. or 5. above applies to the "occurrence", the Each Occurrence Limit shown in the Schedule of the **LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS** endorsement is subject to whichever of those limits applies.

4. The following replaces the definition of "insured contract" in **PART 3 - DEFINITIONS:**

"Insured contract" means that part of any of the following contracts or agreements under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization:

- a. A written contract or agreement for the ownership, maintenance or use of "scheduled aircraft";
- b. A written contract or agreement for the use of a "non-owned aircraft" by you or on your behalf;
- c. Any contract or agreement for a lease of premises;
- d. Any contract or agreement required by a military or governmental authority for an insured's use of "aviation premises" including that part of such contract or agreement that is with, or for the benefit of, any "passenger", "crew member" or his or her heirs; or
- e. Any contract or agreement for the temporary storage, or minor servicing or repair, of a "scheduled aircraft" or "temporary substitute aircraft" while it is away from its home base.

As used in this definition, tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, an "insured contract" does not include liability assumed:

- a. Under any contract or agreement that is with, or for the benefit of, any "passenger", "crew member" or his or her heirs, and is not described in Paragraph d. above;
- b. Under any contract or agreement that applies to major alterations or repairs as defined in the Federal Aviation Regulations;
- c. Under any contract or agreement that is with, or for the benefit of, any manufacturer of an aircraft or any aircraft parts or equipment, or such manufacturer's "employees", "temporary workers" or agents;
- d. Under any contract or agreement that relates to the sale, or relinquishment from exclusive written lease, of an aircraft;
- e. Under any contract or agreement for "property damage" to "aviation premises" while rented to you; or
- f. Under any contract that is a Described Excluded Contract shown in the Schedule of the **LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS** endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOLDING ENTITY ENDORSEMENT

This policy is amended as follows:

The following exclusion is added to **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

"Bodily Injury" To Certain Persons

"Bodily injury" to any person who is:

- a. Your partner or member if you are a partnership or joint venture;
- b. Your member if you are a limited liability company;
- c. Your "executive officer" or director if you are an organization other than a partnership, joint venture or a limited liability company;
- d. Your trustee if you are a trust;
- e. Your "employee", regardless of whether the "bodily injury" arises out of and in the course of:
 - (1) Employment by you; or
 - (2) Performing duties related to the conduct of your business; or
- f. Your sole owner or who maintains the majority ownership interest in you.

Name of Insured

Policy Number

Effective Date
Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED NUCLEAR RISKS EXCLUSION ENDORSEMENT FOR USE WITH AV052

This policy is amended as follows:

1. The **Nuclear Risks** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

Nuclear Risks

- a. "Injury, damage or loss" arising out of:

- (1) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (2) The radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties, of any other radioactive material in the course of carriage as cargo, including storage or handling incidental to such carriage; or
- (3) Ionizing radiation, or contamination by radioactivity, from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

Paragraphs (2) and (3) of this exclusion do not apply to "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of depleted uranium or natural uranium in any form, or arising out of radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose, provided that:

- (1) Such carriage, storage or handling described in Paragraph (2) above complies with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage, storage or handling is subject to and complies with any more restrictive legislation;
- (2) The claim against the insured arising out of such incident is made against the insured within three years after such incident begins; and
- (3) In the case of any claim for "property damage" to an aircraft arising out of radioactive contamination, the level of such contamination exceeds the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

Name of Insured

Policy Number

Effective Date

Processing Date

- b. "Injury, damage or loss" with respect to which:
- (1) The insured is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy;
 - (2) Any person or organization is required by law to maintain financial protection; or
 - (3) The insured is, or had this policy not been issued would be, entitled to indemnification from any government or government agency; or
- c. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others:
- (1) Test for, monitor, clean up, remove, contain, treat, detoxify or neutralize radioactive material in any form; or
 - (2) Or in any way respond to, or assess the effects of, radioactive material in any form.

2. The **Nuclear Risks** exclusion of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 2 - Exclusions** is deleted and replaced by the following:

Nuclear Risks

- a. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- (1) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - (2) The radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties, of any other radioactive material in the course of carriage as cargo, including storage or handling incidental to such carriage; or
 - (3) Ionizing radiation, or contamination by radioactivity, from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

Paragraphs (2) and (3) of this exclusion do not apply to loss or damage caused directly or indirectly by depleted uranium or natural uranium in any form or radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose, provided that:

- (1) Such carriage, storage or handling described in Paragraph (2) above complies with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage, storage or handling is subject to and complies with any more restrictive legislation; and
- (2) In the case of loss or damage to an aircraft arising out of radioactive contamination, the level of such contamination exceeds the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ²
All other emitters	(10 ⁻⁴ microcuries/cm ²) Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

b. We will not pay for loss or damage with respect to which:

- (1) The insured is also an insured or an additional insured under any other insurance policy;
- (2) Any person or organization is required by law to maintain financial protection; or
- (3) The insured is, or had this policy not been issued would be, entitled to indemnification from any government or government agency.

3. The following is added to **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy provision to the contrary:

We may cancel the insurance provided by the **LIMITED NUCLEAR RISKS EXCLUSION ENDORSEMENT** at any time by mailing or delivering to the first Named Insured written notice of such cancellation at least seven days before the effective date of such cancellation. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date of the cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL
ACTION EXCLUSION ENDORSEMENT - WITH EACH
OCCURRENCE/EVENT LIMIT
FOR USE WITH AV052**

SCHEDULE

War And Related Perils Each Occurrence/Event Limit: \$

Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	

This policy is amended as follows:

1. The **War, Hijacking, Strikes, Riots Or Governmental Action** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions** is deleted and replaced by the following for all coverages, but with respect to **Coverage A**, only for the aircraft described by Aircraft Registration Number shown in the Schedule above:

This insurance does not apply to:

War

- a. "Property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This Paragraph **a.** applies only to property on the ground that is not in the United States of America (including its territories and possessions), Puerto Rico or Canada and that does not arise out of the use of "covered aircraft".

- b. "Injury, damage or loss" arising out of any hostile detonation of any weapon of war employing atomic or nuclear fission or fusion, or any similar reaction.

2. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the War And Related Perils Each Occurrence Limit shown in the Schedule of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION**

Name of Insured

Policy Number

Effective Date

Processing Date

EXCLUSION ENDORSEMENT - WITH EACH OCCURRENCE/EVENT LIMIT is the most we will pay under the coverage provided by that endorsement for the sum of all:

- a. Damages because of all "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, under **PART 1 - LIABILITY COVERAGES** arising out of any one "occurrence";
- b. Medical expenses because of "bodily injury" under **PART 1 - LIABILITY COVERAGES** arising out of any one "occurrence";
- c. Damages because of all "personal injury" under **Coverage - Liability For Personal Injury** of **PART 1 - LIABILITY COVERAGES** if such coverage is provided by this policy;
- d. Expense for search and rescue operations because of actual or suspected "bodily injury" to "passengers" under **Coverage - Search And Rescue Expenses** of **PART 1 - LIABILITY COVERAGES** arising out of any one "occurrence" if such coverage is provided by this policy; and
- e. Costs or expenses covered by the **Runway Foaming And Crash Control Expense** and **Trip Interruption Expense** Additional Coverages of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** in any one event if such coverage is provided by this policy.

However, if any Each Occurrence Limit that applies to the "occurrence", or if the Personal Injury Limit that applies to the "personal injury" if coverage for such injury is provided by this policy, is less than the War And Related Perils Each Occurrence/Event Limit, such Each Occurrence Limit or Personal Injury Limit will continue to apply.

To the extent coverage is afforded to an insured under this policy, the War And Related Perils Each Occurrence/Event Limit does not apply, and instead the otherwise applicable limit of insurance continues to apply, to such insured's liability:

- a. To the "passengers", and for their baggage and personal effects, of any aircraft operator to whom this policy affords coverage for liability to its "passengers" arising out of its operation of aircraft; and
 - b. For "cargo" while it is on board the aircraft of any aircraft operator to whom this policy affords coverage for liability for such "cargo" arising out of its operation of aircraft.
3. The following is added to the War, Hijacking, Strikes, Riots Or Governmental Action exclusion of **PART 2 - HULL PHYSICAL DAMAGES COVERAGES - Section 2 - Exclusions**:
- Paragraphs (1) through (3) and Paragraphs (5) through (7) of this exclusion do not apply to the **Runway Foaming And Crash Control Expense** and **Trip Interruption Expense** Additional Coverages if such coverage is provided by this policy, but only for the aircraft described by Aircraft Registration Number shown in the Schedule of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH EACH OCCURRENCE/EVENT LIMIT**.
4. The following is added to **PART 2 - HULL PHYSICAL DAMAGES COVERAGES - Section 3 - Limits Of Insurance**:

The War And Related Perils Each Occurrence/Event Limit shown in the Schedule of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH EACH OCCURRENCE/EVENT LIMIT** is the most we will pay under the coverage provided by that endorsement for the sum of all:

- a. Costs or expenses covered by the **Runway Foaming And Crash Control Expense** and **Trip Interruption Expense** Additional Coverages of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** in any one event if such coverage is provided by this policy;
- b. Damages because of all "bodily injury" or "property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, under **PART 1 - LIABILITY COVERAGES** arising out of any one "occurrence";
- c. Medical expenses because of "bodily injury" under **PART 1 - LIABILITY COVERAGES** arising out of any one "occurrence";

- d. Damages because of all "personal injury" under **Coverage - Liability For Personal Injury of PART 1 - LIABILITY COVERAGES** if such coverage is provided by this policy; and
- e. Expenses for search and rescue operations because of actual or suspected "bodily injury" to "passengers" under **Coverage - Search And Rescue Expenses of PART 1 LIABILITY COVERAGES** arising out of any one "occurrence" if such coverage is provided by this policy;

However, if the limits that apply to the **Runway Foaming And Crash Control Expense** and **Trip Interruption Expense** Additional Coverages if such coverage is provided by this policy are less than the War And Related Perils Each Occurrence/Event Limit, such Additional Coverage limits will continue to apply.

- 5. The following is added to **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy provision to the contrary:
 - a. All coverage provided under the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT- WITH EACH OCCURRENCE/EVENT LIMIT** automatically terminates at the time of any outbreak of war (including undeclared war) between any two or more of the following countries: France; the People's Republic of China; the Russian Federation; the United Kingdom; or the United States of America.
 - b. Coverage provided under the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH EACH OCCURRENCE/EVENT LIMIT** for "injury, damage or loss" arising out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;automatically terminates at the time of any hostile detonation of any weapon of war employing atomic or nuclear fission or fusion, or any other similar reaction wherever or whenever such detonation occurs and whether or not a "covered aircraft" is involved.
 - c. Coverage provided by the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH EACH OCCURRENCE/EVENT LIMIT** automatically terminates with respect to any "covered aircraft" that is requisitioned for either title or use at the time of such requisition.

However, with respect to a "covered aircraft" that is "in-flight" at the time that any event described in Paragraph **a., b., and c.** above first occurs, coverage provided under the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH EACH OCCURRENCE/EVENT LIMIT** remains in effect until such aircraft is first no longer "in-flight", and any "passengers" have disembarked, after that event, unless the coverage provided by that endorsement has otherwise been cancelled, terminated or suspended.

- 6. The following is added to **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy provision to the contrary:

We may give notice of our intention to review premium or to review geographical limits by mailing or delivering to the first Named Insured written notice of such intent at least seven days before the effective date as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 7. The following is added to the **Cancellation** condition of **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy provision to the contrary:
 - a. Following a hostile detonation as specified in Paragraph **1.b.** of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT- WITH**

EACH OCCURRENCE/EVENT LIMIT, we may give notice of cancellation of any of the coverage provided by that endorsement by mailing or delivering to the first Named Insured written notice of such cancellation at least forty-eight hours before the effective time of cancellation as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the effective time of the cancellation.

- b. The coverage provided by the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH EACH OCCURRENCE/EVENT LIMIT** may be cancelled by the first Named Insured shown in the Declarations by mailing or delivering to us written notice of such cancellation at least seven days before the effective date as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. Notice of cancellation will state the effective date of the cancellation.
- c. The coverage provided by the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT- WITH EACH OCCURRENCE/EVENT LIMIT** may be cancelled by us by mailing or delivering to the first Named Insured written notice of such cancellation at least seven days before the effective date as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date of the cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL
ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT
FOR USE WITH AVO52**

SCHEDULE

War And Related Perils Aggregate Limit: \$

Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	

This policy is amended as follows:

1. The **War, Hijacking, Strikes, Riots Or Governmental Action** exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions** is deleted and replaced by the following for all coverages, but with respect to **Coverage A**, only for the aircraft described by Aircraft Registration Number shown in the Schedule above:

This insurance does not apply to:

War

- a. "Property damage", or direct physical loss or damage if coverage for such loss or damage is provided by this policy, arising out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This Paragraph **a.** applies only to property on the ground that is not in the United States of America (including its territories and possessions), Puerto Rico or Canada and that does not arise out of the use of "covered aircraft".

- b. "Injury, damage or loss" arising out of any hostile detonation of any weapon of war employing atomic or nuclear fission or fusion, or any similar reaction.

2. The following is added to **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:

Subject to Paragraph 2. above, the War And Related Perils Aggregate Limit shown in the Schedule of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT** is the most we will pay under the coverage provided by that endorsement for the sum of all:

Name of Insured

Policy Number

Effective Date

Processing Date

- a. Damages and medical expenses under **PART 1 - LIABILITY COVERAGES**;
- b. Payments under **Coverage - Search And Rescue Expenses** of **PART - 1 LIABILITY COVERAGES** if such coverage is provided by this policy; and
- c. Costs or expenses covered by the **Runway Foaming And Crash Control Expense and Trip Interruption Expense** Additional Coverages of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** if such coverage is provided by this policy.

However, if any Each Occurrence Limit that applies to the "occurrence", or if the Personal Injury Limit that applies to the "personal injury" if coverage for such injury is provided by this policy, is less than the War And Related Perils Aggregate Limit, such Each Occurrence Limit or Personal Injury Limit will continue to apply.

To the extent coverage is afforded to an insured under this policy, the War And Related Perils Aggregate Limit does not apply, and instead the otherwise applicable limit of insurance continues to apply, to such insured's liability:

- a. To the "passengers", and for their baggage and personal effects, of any aircraft operator to whom this policy affords coverage for liability to its "passengers" arising out of its operation of aircraft; and
 - b. For "cargo" while it is on board the aircraft of any aircraft operator to whom this policy affords coverage for liability for such "cargo" arising out of its operation of aircraft.
3. The following is added to the War, Hijacking, Strikes, Riots Or Governmental Action exclusion of **PART 2 - HULL PHYSICAL DAMAGES COVERAGES - Section 2 - Exclusions**:

Paragraphs (1) through (3) and Paragraphs (5) through (7) of this exclusion do not apply to the **Runway Foaming And Crash Control Expense and Trip Interruption Expense** Additional Coverages if such coverage is provided by this policy, but only for the aircraft described by Aircraft Registration Number shown in the Schedule of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT- WITH AGGREGATE LIMIT**.

4. The following is added to **PART 2 - HULL PHYSICAL DAMAGES COVERAGES - Section 3 - Limits Of Insurance**:

The War And Related Perils Aggregate Limit shown in the Schedule of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT** is the most we will pay under the coverage provided by that endorsement for the sum of all:

- a. Costs or expenses covered by the **Runway Foaming And Crash Control Expense and Trip Interruption Expense** Additional Coverages of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** if such coverage is provided by this policy;
- b. Damages and medical expenses under **PART 1 - LIABILITY COVERAGES**; and
- c. Payments under **Coverage - Search And Rescue Expenses** of **PART 1 - LIABILITY COVERAGES** if such coverage is provided by this policy.

However, if the limits that apply to the **Runway Foaming And Crash Control Expense and Trip Interruption Expense** Additional Coverages if such coverage is provided by this policy are less than the War And Related Perils Aggregate Limit, such Additional Coverage limits will continue to apply.

5. The following is added to **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy provision to the contrary:

- a. All coverage provided under the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT** automatically terminates at the time of any outbreak of war (including undeclared war) between any two or more of the following countries: France; the People's Republic of China; the Russian Federation; the United Kingdom; or the United States of America.
- b. Coverage provided under the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT** for "injury, damage or loss" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

automatically terminates at the time of any hostile detonation of any weapon of war employing atomic or nuclear fission or fusion, or any other similar reaction wherever or whenever such detonation occurs and whether or not a "covered aircraft" is involved.

- c. Coverage provided by the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT** automatically terminates with respect to any "covered aircraft" that is requisitioned for either title or use at the time of such requisition.

However, with respect to a "covered aircraft" that is "in-flight" at the time that any event described in Paragraph a., b., and c. above first occurs, coverage provided under the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT** remains in effect until such aircraft is first no longer "in-flight", and any "passengers" have disembarked, after that event, unless the coverage provided by that endorsement has otherwise been cancelled, terminated or suspended.

6. The following is added to **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy provision to the contrary:

We may give notice of our intention to review premium or to review geographical limits by mailing or delivering to the first Named Insured written notice of such intent at least seven days before the effective date as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

7. The following is added to the **Cancellation** condition of **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy provision to the contrary:

- a. Following a hostile detonation as specified in Paragraph 1.b. of the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT - WITH AGGREGATE LIMIT**, we may give notice of cancellation of any of the coverage provided by that endorsement by mailing or delivering to the first Named Insured written notice of such cancellation at least forty-eight hours before the effective time of cancellation as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the effective time of the cancellation.
- b. The coverage provided by the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT- WITH AGGREGATE LIMIT** may be cancelled by the first Named Insured shown in the Declarations by mailing or delivering to us written notice of such cancellation at least seven days before the effective date as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. Notice of cancellation will state the effective date of the cancellation.
- c. The coverage provided by the **LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVERNMENTAL ACTION EXCLUSION ENDORSEMENT- WITH AGGREGATE LIMIT** may be cancelled by us by mailing or delivering to the first Named Insured written notice of such cancellation at least seven days before the effective date as measured from 23.59 hours G.M.T. on the day on which such notice is mailed or delivered. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date of the cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED DATE RECOGNITION EXCLUSION ENDORSEMENT FOR USE WITH AV052

This policy is amended as follows:

1. The Date Recognition exclusion of **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

Date Recognition

- a. "Injury, damage or loss" arising out of the grounding of any aircraft caused by:
 - (1) Any failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system to accurately or completely process, exchange or transfer year, date or time data or information in connection with any change of year, date or time, whether on, before or after such change of year, date or time;
 - (2) Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification; or
 - (3) Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the insured, or of any third party, related to any such change of year, date or time.
- b. "Property damage" to property that has not been physically damaged arising out any failure, inability, change, modification, advice, services, non-use or unavailability described in **a.(1) (2) or (3)** above.

2. The Date Recognition exclusion of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 2 - Exclusions** is deleted and replaced by the following:

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

c. Date Recognition

The grounding of any aircraft caused by:

- (1) Failure or inability of any computer hardware, software, integrated circuit, chip, or information technology equipment or system, to accurately or completely process, exchange, or transfer year, date or time data or information in connection with any change of year, date or time, whether on, before or after such change of year, date, or time.
- (2) Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip, or information technology equipment or system, in anticipation of or in response to any such change of year, date or time, or any

Name of Insured

Policy Number

Effective Date

Processing Date

advice given or services performed in connection with any such change or modification.

- (3) Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act, or decision by you or any third party related to any such change of year, date, or time.

3. The following condition is added to **PART 4 - COMMON POLICY CONDITIONS:**

Date Recognition Conformity

Any material information relating to date recognition conformity of your operations, equipment or products that is or reasonably should have been known during the policy period must be disclosed in writing to us before the date of any date recognition loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSEQUENTIAL LOSS EXCLUSION

This policy is amended as follows:

The following exclusion is added to **PART 1 - LIABILITY COVERAGES - Section 4 - Exclusions:**

Consequential Loss

"Injury, damage or loss" arising out of any interruption of service of, or any change or variation in, any of the following:

- a. Power, energy or fuel transmissions;
- b. Television transmissions;
- c. Radio transmissions;
- d. Microwave transmissions; or
- e. Telegraph or telephone wire transmissions.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIABILITY COVERAGE FOR SCHEDULED AND
NON-OWNED AIRCRAFT OTHER THAN
PASSENGER BODILY INJURY**

This policy is amended as follows:

1. The following replaces **Coverage A - Liability For Scheduled Aircraft** of **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages**:

Coverage A - Liability For Scheduled Aircraft

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.

This insurance applies to "bodily injury" only if the "bodily injury":

1. Is to a person other than:
 - a. A "passenger"; or
 - b. The spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of the "bodily injury" described in Paragraph a. above;
2. Arises out of the ownership, maintenance or use of "scheduled aircraft"; and
3. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

This insurance applies to "property damage" only if the "property damage":

1. Arises out of the ownership, maintenance or use of "scheduled aircraft"; and
2. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. The following replaces Paragraph 3. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:
3. The **Coverage A** Each Occurrence Limit for each aircraft is the most we will pay under **Coverage A** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" involving the ownership, maintenance or use of that aircraft.

Name of Insured

Policy Number

Effective Date

Processing Date

3. The following replaces **Coverage B - Liability For The Use Of Non-Owned Aircraft** of **PART 1 - LIABILITY COVERAGES - Section 1 - Coverages**:

Coverage B - Liability For The Use of Non-Owned Aircraft

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.

This insurance applies to "bodily injury" only if the "bodily injury":

1. Is to a person other than:
 - a. A "passenger"; or
 - b. The spouse, child, parent, brother, sister, domestic partner or member of the household of that "passenger" as a consequence of the "bodily injury" described in Paragraph a. above;
2. Arises out of the use of "non-owned aircraft" by you or on your behalf;
3. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

This insurance applies to "property damage" only if the "property damage":

1. Arises out of the use of "non-owned aircraft" by you or on your behalf;
2. Is caused by an "occurrence" that takes place during the policy period and in the "coverage territory".

The amount we will pay for damages is limited as described in **Section 6 - Limits Of Insurance**. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under **Section 2 - Defense** or **Section 3 - Supplementary Payments**.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

The insurance provided under **Coverage B** is subject to the following provision:

You must report to us as soon as practicable the lease or use of any "non-owned aircraft" that exceeds the Reporting Grace Period shown in the Declarations. We may request additional information and charge an additional premium for this lease or use. Your inadvertent failure to report to us this lease or use will not void this coverage if you report to us this lease or use as soon as possible after the omission is discovered, and we still may request additional information and charge an additional premium for this lease or use at that time.

4. The following replaces Paragraph 4. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:
4. The **Coverage B** Each Occurrence Limit is the most we will pay under **Coverage B** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".
5. The following replaces Paragraph 5. of **PART 1 - LIABILITY COVERAGES - Section 6 - Limits Of Insurance**:
5. The **Coverage C** Each Occurrence Limit is the most we will pay under **Coverage C** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT

This policy is amended as follows:

Name and address of person or organization:

The **Rights of Recovery** condition of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES, Section 5 - Hull Physical Damage Coverage Conditions** is amended by adding the following:

We waive our right of recovery against the person or organization shown above with respect to any payment we have made under this **PART 2 - HULL PHYSICAL DAMAGES COVERAGES**. This waiver does not apply to loss or damage caused by or resulting from the manufacture, repair, sale or servicing of an aircraft by the person or organization shown above.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC INSURANCE FOR INCREASED VALUE OF "SCHEDULED
AIRCRAFT " AND SPARE ENGINES AND SPARE PARTS
ENDORSEMENT**

This policy is amended as follows:

SCHEDULE

Limit of Insurance:

"Scheduled Aircraft"	\$
Spare Engines And Spare Parts	\$

The following additional coverage is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Automatic Insurance For Increased Value Of "Scheduled Aircraft" And Spare Engines And Spare Parts

If the value of a "scheduled aircraft" is increased during the policy period because of modifications or the addition of equipment, or you modify or acquire additional spare engines or spare parts, the applicable insurance provided by this policy under **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** will apply to the increased value.

Subject to the "Scheduled Aircraft" Limit of Insurance and the Spare Engines and Spare Parts Limit of Insurance shown in the Schedule above, the limit of insurance for such "scheduled aircraft" or spare engines and spare parts will automatically increase by your actual cost for modifications, equipment or additional spare engines or spare parts, as evidenced by your records, provided:

- (1) You report to us any increase in value as soon as possible after completion of modifications or additions; and
- (2) You pay any additional premiums for the increased limits.

Name of Insured

Policy Number

Effective Date
Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORCED LANDING EXPENSE ENDORSEMENT

This policy is amended as follows:

The following additional coverage is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Forced Landing Expense

If due to a Covered Cause of Loss a "covered aircraft" for which you have purchased HULL PHYSICAL DAMAGE COVERAGE is forced to make a landing in any place where subsequent take-off is not possible, but there is no direct physical loss of or damage to the "covered aircraft", we will pay any reasonable expenses incurred for the removal of such aircraft to the nearest suitable airport or take-off area. We will not pay more under this additional coverage than the limit of insurance applicable to the "covered aircraft". No deductible applies to this additional coverage.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANICS ' TOOLS COVERAGE ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Limits of Insurance:

\$	Each Employee
\$	Each Event

Deductible: Each Event

The following coverage extension is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Mechanics' Tools

We will pay for direct physical loss or damage by a Covered Cause of Loss to mechanics' tools that are owned by your "employee" mechanics that takes place while the tools are in your care, custody, or control or such "employee" is acting within the scope of his or her duties on your behalf.

We will pay the actual cash value of any tool covered under this coverage extension, but the most we will pay for loss or damage to the tools of any one "employee" is the Each Employee Limit of Insurance shown in the Schedule above. The most we will pay for loss or damage in one event is the Each Event Limit of Insurance shown in the Schedule above. The Each Event Deductible shown in the Schedule above applies to this coverage extension.

Name of Insured

Policy Number

Effective Date
Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL EXPENSE ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Limit of Insurance: \$

The following additional coverage is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Removal Expense

If a "covered aircraft" for which you have purchased HULL PHYSICAL DAMAGE COVERAGE suffers a "total loss" caused by or resulting from a Covered Cause of Loss, we will pay any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal, or destruction of the wreck of such aircraft and its contents. We will not pay more under this additional coverage than the Limit of Insurance shown in the Schedule above. This limit is in addition to the limit of insurance applicable to the "covered aircraft." No deductible applies to this additional coverage.

Name of Insured	Policy Number	Effective Date
		Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT AIRCRAFT RENTAL OR LEASING EXPENSE ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Limits of Insurance:

\$	Each Day
\$	Each Event

Deductible Period: (Consecutive Days)

The following coverage extension is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Replacement Aircraft Rental Or Leasing Expense

If a "covered aircraft" for which you have purchased HULL PHYSICAL DAMAGE COVERAGE suffers direct physical loss or damage covered by this policy, we will pay, during the period of repair of such aircraft, your reasonable Rental or Leasing Expense for a replacement aircraft of similar kind or quality. Rental or Leasing Expense means that portion of the actual cost of leasing or renting a replacement aircraft which exceeds the cost you would have incurred if you could have operated the "covered aircraft" had it not been damaged. The most we will pay for Rental or Leasing Expense incurred in any one day is the Each Day Limit of Insurance shown in the Schedule above. We will not pay more in any one event under this coverage extension than the Each Event Limit of Insurance shown in the Schedule above. These limits are in addition to the limit of insurance applicable to the "covered aircraft". This coverage will only apply after the number of consecutive days shown in the Schedule above as the Deductible Period for this coverage has expired. The Deductible Period begins on the date of rental.

This coverage extension does not apply to Rental or Leasing Expense incurred:

- (1) If another aircraft is available to you at no extra charge for its use;
- (2) Once you acquire, through ownership, lease, lease-purchase option, or otherwise, a permanent replacement for the damaged "covered aircraft"; or
- (3) If the "covered aircraft" is a "total loss" and we have offered you settlement for such loss.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RUNWAY FOAMING AND CRASH CONTROL EXPENSE ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Limit of Insurance: \$

The following additional coverage is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Runway Foaming And Crash Control Expense

We will reimburse you for the actual cost you incur for runway or aircraft foaming, fire, crash control, or rescue expenses to minimize direct physical loss or damage covered by **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**. But we will not pay more in any one event than the Limit of Insurance shown in the Schedule above. This limit is in addition to the limit of insurance applicable to the "covered aircraft". No deductible applies to this additional coverage.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEMPORARY REPLACEMENT PARTS RENTAL EXPENSE ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Limit of Insurance: \$

Deductible Period: (Consecutive Days)

The following coverage extension is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Temporary Replacement Parts Rental Expense

If a "covered aircraft" for which you have purchased HULL PHYSICAL DAMAGE COVERAGE suffers direct physical loss or damage covered by this policy, we will pay, during the period of repair of such aircraft, your reasonable additional expenses to rent temporary replacement component parts of similar kind or quality to replace the parts that sustained the loss or damage. We will also pay your cost to install, remove and transport such parts. We will not pay more under this coverage extension than the Limit of Insurance shown in the Schedule above. This limit is in addition to the limit of insurance applicable to the "covered aircraft". This coverage will only apply after the number of consecutive days shown in the Schedule above as the Deductible Period for this coverage has expired. The deductible period begins on the date of rental.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRIP INTERRUPTION EXPENSE ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Limit of Insurance:

The following additional coverage is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

Trip Interruption Expense

If a trip by a "covered aircraft" for which you have purchased HULL PHYSICAL DAMAGE COVERAGE is interrupted due to direct physical loss of or damage to such aircraft caused by or resulting from a Covered Cause of Loss we will reimburse you for reasonable expenses you incur on behalf of your "passengers" for their food, travel by commercial carrier, and lodging. We will pay such expenses from the location where the "covered aircraft" suffers loss or damage to the intended final destination of the damaged aircraft, or, if the trip is discontinued, back to the location where such "passengers" originally boarded the aircraft. We will not pay more under this additional coverage than the Limit of Insurance shown in the Schedule above. This limit is in addition to the limit of insurance applicable to the "covered aircraft." No deductible applies to this additional coverage.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTUALLY REQUIRED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This policy is amended as follows:

SCHEDULE

NAME OF PERSON OR ORGANIZATION

The **Other Insurance** section of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES** is amended by adding the following:

However, to the extent required by a written contract between you and the person or organization shown in the Schedule above, this insurance is primary to "other insurance" which covers that person or organization, and we will not share with that "other insurance".

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPARE ENGINES AND SPARE PARTS AS COVERED PROPERTY ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Limit of Insurance: \$

Deductible: \$

1. The following is added to the **Covered Property** section of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages**:

Spare Engines and Spare Parts

Covered Property also means Spare Engines and Spare Parts. Spare Engines and Spare Parts means any spare engine or any spare part that is owned by you or for which you are legally responsible. This coverage is excess of any other valid and collectible insurance covering the same loss or damage. If no such other insurance exists, this coverage will be primary. This coverage applies only to loss or damage that takes place while such spare engines and spare parts are on the "aviation premises" or within a "covered aircraft" in the "coverage territory".

2. The following is added to the **Valuation** condition of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**:

In the event of covered loss or damage to spare engines or spare parts, the value will be the least of:

- (1) The reasonable costs to repair the damaged spare engines or spare parts.
- (2) The replacement cost less any depreciation of such spare engines or spare parts.
- (3) The Limit of Insurance shown in the Schedule above.

We will not pay for loss or damage in any one event until the amount of loss or damage exceeds the Deductible shown in the Schedule above.

Name of Insured

Policy Number

Effective Date
Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HANGARKEEPERS WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT

This policy is amended as follows:

Name and address of person or organization:

The **Rights of Recovery** condition of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES, Section 5 - Hull Physical Damage Coverage Conditions** is amended by adding the following:

We waive our right of recovery against the person or organization shown above with respect to any payment we have made under this **PART 2 - HULL PHYSICAL DAMAGES COVERAGES** for loss or damage caused by or resulting from the hanging of a "covered aircraft". This waiver does not apply to loss or damage caused by or resulting from any other cause or event, including the design, manufacture, modification, repair, sale or servicing of an aircraft by the person or organization shown above.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORK IN PROGRESS VALUATION ENDORSEMENT

This policy is amended as follows:

SCHEDULE

Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	

Maximum Work In Progress Limit: \$

The following is added to the **Valuation** section of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES**:

However, in the event of covered loss or damage to a "covered aircraft" shown in the Schedule above that takes place while such aircraft is undergoing overhaul or modification, the value of the "covered aircraft" will be the lesser of the following:

- (1) The actual value of the "covered aircraft" at the time of loss in its partially or fully disassembled state as evidenced by your records, plus the value of labor and materials used to the date of loss or damage; or
- (2) The Maximum Work In Progress Limit shown in the Schedule above.

Name of Insured

Policy Number

Effective Date

Processing Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAR RISK PHYSICAL DAMAGE AND EXTORTION AND
HIJACKING AND CONFISCATION EXTRA EXPENSE COVERAGE
ENDORSEMENT**

FOR USE WITH AV052

SCHEDULE

This policy is amended as follows:

Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	
Aircraft Registration Number	

1. The following is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages:**

We will pay for direct physical loss of or damage to any aircraft shown in the Schedule above caused by or resulting from any of the following causes of loss:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- (d) Strikes, riots, civil commotions or labor disturbances;
- (e) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title, use by, or under the order of any government, public or local authority, whether civil, military, or de facto; or
- (f) Hijacking or any unlawful seizure or wrongful exercise of control of any aircraft shown in the Schedule above or crew of such aircraft while such aircraft is "in-flight", including any attempt at such seizure or control, made by any person or persons on board such aircraft acting without your consent.

This coverage also applies to direct physical loss of or damage to any aircraft shown in the Schedule above while such aircraft is outside your control because of any of the perils described in Paragraphs (a) through (f) above. The aircraft will be covered until its safe return to you.

The aircraft shall be deemed to have been restored to your control upon the safe return of the aircraft to you at an airfield not excluded by the geographical limits of this policy that is suitable for the operation of the aircraft. For purposes of this provision, safe return means that the aircraft must be parked with its engines shut down and must not be under any duress.

Name of Insured

Policy Number

Effective Date

Processing Date

2. **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages** is amended by adding the following additional coverage:

Extortion and Hijacking and Confiscation Expense

We will reimburse you for ninety percent (90%) of any actual payment you make in response to threats made during the policy period against any aircraft shown in the Schedule above. You agree that the remaining ten percent (10%) of any such payment is not insured elsewhere.

We will reimburse you for ninety percent (90%) of any required expenses you incur following any type of confiscation or hijacking, as described in Paragraphs 1.(e) and (f) of this endorsement, that takes place during the policy period. You agree that the remaining (10%) of any such payment is not insured elsewhere.

The most we will pay in any one event for **Extortion and Hijacking and Confiscation Expense** is the lesser of the following:

- (1) Ninety percent (90%) of the Limit of Insurance shown in the **AIRCRAFT POLICY DECLARATIONS - Scheduled Aircraft** section for the applicable aircraft shown in the Schedule above; or
- (2) \$1,000,000.

This limit is in addition to the Limit of Insurance shown in the **AIRCRAFT POLICY DECLARATIONS - Scheduled Aircraft** section for the applicable aircraft shown in the Schedule above.

For the purposes of this endorsement, any series of related acts, losses or expenses connected to any hijacking, extortion, or confiscation will be considered one event.

3. The following is added to the **Runway Foaming And Crash Control Expense** additional coverage of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages** if such coverage is provided by this policy.

This additional coverage does not apply to loss caused by or resulting from any of the causes of loss described in Paragraphs 1.(a) through (f) of the **LIMITED WAR RISK PHYSICAL DAMAGE AND EXTORTION AND HIJACKING AND CONFISCATION EXTRA EXPENSE COVERAGE ENDORSEMENT**.

4. The following is added to the **Trip Interruption Expense** additional coverage of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 1 - Coverages** if such coverage is provided by this policy.

This additional coverage does not apply to loss caused by or resulting from any of the causes of loss described in Paragraphs 1.(a) through (f) of the **LIMITED WAR RISK PHYSICAL DAMAGE AND EXTORTION AND HIJACKING AND CONFISCATION EXTRA EXPENSE COVERAGE ENDORSEMENT**.

5. The following is added to **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 2 - Exclusions**:

With respect to the coverage provided under the **LIMITED WAR RISK PHYSICAL DAMAGE AND EXTORTION AND HIJACKING AND CONFISCATION EXTRA EXPENSE COVERAGE ENDORSEMENT**, we will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. War, whether declared or undeclared, between any of the following countries: The United Kingdom, The United States of America, France, The Russian Federation or The Peoples Republic of China. If any aircraft shown in the Schedule for that endorsement is in the air when an outbreak of war occurs, this exclusion will not apply to that aircraft until the aircraft completes its first landing.

- b. Hostile detonation of any weapon of war employing atomic or nuclear fission or fusion or any other similar reaction.
 - c. Any failure to provide any type of bond, security or any other financial cause whether or not required under a court order.
 - d. The repossession or any attempt at repossession by any person or organization having any legal title or lien on the aircraft or any other type of legal contractual relationship with you.
 - e. Any type of delay, loss of use or any other type of consequential loss whether or not the aircraft is lost or damaged.
6. The **War, Hijacking, Strikes, Riots Or Governmental Action** exclusion of **PART 2 - HULL PHYSICAL DAMAGE COVERAGES - Section 2 - Exclusions** is amended by adding the following:
- This exclusion does not apply to coverage provided under the **LIMITED WAR RISK PHYSICAL DAMAGE AND EXTORTION AND HIJACKING AND CONFISCATION EXTRA EXPENSE COVERAGE ENDORSEMENT**.
7. The following is added to **PART 4 - COMMON POLICY CONDITIONS** and supersedes any other policy condition:
- a. We may cancel or non-renew, or change the premium for or geographical limits of, the **LIMITED WAR RISK PHYSICAL DAMAGE AND EXTORTION AND HIJACKING AND CONFISCATION EXTRA EXPENSE COVERAGE ENDORSEMENT** by mailing or delivering to the first Named Insured written notice of such intent at least seven days before the effective date of cancellation, non-renewal or change. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Proof of mailing or delivery to the first Named Insured will be sufficient proof of notice to all Named Insureds.
 - b. The coverage provided by the **LIMITED WAR RISK PHYSICAL DAMAGE AND EXTORTION AND HIJACKING AND CONFISCATION EXTRA EXPENSE COVERAGE ENDORSEMENT** will automatically terminate without any prior notice to you if any of the following events occurs:
 - (1) Any hostile detonation of any weapon of war employing atomic or nuclear fission or fusion or radioactive force or matter, whenever the detonation occurs, whether or not an aircraft shown in the Schedule for that endorsement is involved.
 - (2) War, whether declared or undeclared, between any of the following countries: The United Kingdom, The United States of America, France, The Russian Federation, or the Peoples Republic of China. If any aircraft shown in the Schedule for that endorsement is in the air when an outbreak of war occurs, coverage for that aircraft will only apply until that aircraft completes its first landing.

<i>SERFF Tracking Number:</i>	<i>TRVD-125386731</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>St. Paul Fire and Marine Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2007-11-0088</i>		
<i>TOI:</i>	<i>22.0 Aircraft</i>	<i>Sub-TOI:</i>	<i>22.0000 Aircraft</i>
<i>Product Name:</i>	<i>Aviation Flight Plan Preferred</i>		
<i>Project Name/Number:</i>	<i>Aviation Program Form Submission/2007-11-0088</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125386731 State: Arkansas
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2007-11-0088
TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
Product Name: Aviation Flight Plan Preferred
Project Name/Number: Aviation Program Form Submission/2007-11-0088

Supporting Document Schedules

	Review Status:	
Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Approved	01/11/2008

Comments:

Attachments:

NAIC Transmittal Doc.pdf
NAIC Form Filing Schedule.pdf

	Review Status:	
Satisfied -Name: AR Filing Memo	Approved	01/11/2008

Comments:

Attachment:

2007-11-0088 AR Filing Memo.pdf

	Review Status:	
Satisfied -Name: Index of Forms	Approved	01/11/2008

Comments:

Attachment:

2007-11-0088 CW Index of Forms.pdf

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
Travelers	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
St. Paul Fire & Marine Insurance Company	MN	24767	41-0406690	
Travelers Property and Casualty Company of America	CT	25674	36-2719165	

5. Company Tracking Number	2007-11-0088
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Carol Letendre 385 Washington St. St. Paul MN 55102	Senior Regulatory Analyst	651-310-7110 800-328-2189 Ext. 07110	651-310-4361	cletendr@travelers.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Carol Letendre		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	22.0 Aircraft (All Perils)
10. Sub-Type of Insurance (Sub-TOI)	22.0000 Aircraft
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Aviation Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 01/21/2008 Renewal: 01/21/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	December 20, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2007-11-0088
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations of your state we respectfully submit our newly developed Aviation Program.

The purpose of this filing is to place on file a new segment to our Aviation Program. Our new Flight Plan Preferred product is designed for use primarily with the 'Pleasure and Business' and 'Commercial' segments of the General Aviation market. Similar to our initial product ("Flight Plan Premier"), it includes Aviation Liability and Hull Physical Damage coverages applicable to this market, but uses a slightly different 'modular' approach to provide more flexibility for insureds to tailor coverage to their specific needs. Please refer to the enclosed Index of Forms and Filing Memorandum for additional information regarding this filing.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2007-11-0088		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	FLIGHT PLAN PREMIER AIRCRAFT POLICY DECLARATIONS	AV001, 11-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AV001, 5-07	Department Filing No.: AR-PC-07- 024065 Our Company Filing No.: 2007-04-0007
02	COVERAGE TERRITORY ENDORSEMENT - USA, CANADA, MEXICO AND DESCRIBED ISLANDS WITH EXCLUDED COUNTRIES OR JURISDICTIONS	AV011, 11-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AV011, 1-07	Department Filing No.: AR-PC-07- 024065 Our Company Filing No.: 2007-04-0007
03	COVERAGE TERRITORY ENDORSEMENT - WESTERN HEMISPHERE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	AV012, 11-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AV012, 1-07	Department Filing No.: AR-PC-07- 024065 Our Company Filing No.: 2007-04-0007
04	VIOLATIONS OR OPERATIONAL LIMITATIONS EXCLUSION ENDT - DELETION OF CERTAIN EXCLUSIONS	AV025, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
05	SPECIFIED USAGES OF ROTORCRAFT EXCLUSION ENDORSEMENT	AV026, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
06	COVERAGE TERRITORY ENDORSEMENT - WORLDWIDE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	AV028, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
07	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT	AV030, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
08	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT - ADDITION OF TEMPORARY SUBSTITUTE AIRCRAFT FOR LIABILITY COVERAGES ONLY	AV031, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
09	FLIGHT PLAN PREFERRED AIRCRAFT POLICY DECLARATIONS	AV051, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
10	FLIGHT PLAN PREFERRED AIRCRAFT COVERAGE FORM	AV052, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
11	SCHEDULED AIRCRAFT (CONTINUED)	AV053, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

12	PILOT INFORMATION (CONTINUED)	AV054, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
13	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO-EMPLOYEES (AV002)	AV116, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
14	AMENDMENT OF LIMITS - EACH PASSENGER LIMIT	AV117, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
15	FAA REPAIR STATION ENDORSEMENT	AV120, 11-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AV120, 1-07	Department Filing No.: AR-PC-07-024065 Our Company Filing No.: 2007-04-0007
16	CARGO LIABILITY COVERAGE	AV200, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
17	LIABILITY COVERAGE FOR CHARTER REFERRAL	AV201, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
18	GARAGEKEEPERS LIABILITY COVERAGE	AV202, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
19	HANGARKEEPERS LIABILITY COVERAGE	AV203, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
20	INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE	AV204, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
21	HOST LIQUOR LIABILITY COVERAGE	AV205, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
22	MEDICAL PAYMENTS COVERAGE FOR AVIATION PREMISES	AV206, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
23	LIABILITY COVERAGE FOR MOBILE EQUIPMENT	AV207, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
24	PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT	AV208, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
25	LIABILITY COVERAGE FOR PROPERTY DAMAGE BY FIRE	AV209, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
26	LIABILITY COVERAGE FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS	AV210, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
27	LIABILITY FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT	AV211, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

Effective March 1, 2007

28	COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE	AV212, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
29	LIABILITY COVERAGE FOR THE SALE OF AIRCRAFT AND AIRCRAFT PRODUCTS AND SERVICES	AV213, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
30	COVERAGE FOR SEARCH AND RESCUE EXPENSES	AV214, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
31	LIABILITY COVERAGE FOR PERSONAL INJURY	AV215, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
32	LIABILITY COVERAGE FOR USE OF AN AUTO ON AVIATION PREMISES	AV216, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
33	PARACHUTING OR SKYDIVING EXCLUSION	AV217, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
34	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO-EMPLOYEES (AV052)	AV218, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
35	LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS	AV219, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
36	HOLDING ENTITY ENDORSEMENT	AV220, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
37	LIMITED NUCLEAR RISKS EXCLUSION ENDT	AV222, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
38	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT - OCCURRENCE LIMIT	AV223, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
39	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT - AGGREGATE LIMIT	AV224, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
40	LIMITED DATE RECOGNITION EXCLUSION ENDT	AV225, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
41	CONSEQUENTIAL LOSS EXCLUSION	AV226, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
42	LIABILITY COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT OTHER THAN PASSENGER LIABILITY	AV227, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
43	WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	AV507, 11-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AV507, 1-07	Department Filing No.: AR-PC-07-024065 Our Company Filing No.: 2007-04-0007

Effective March 1, 2007

44	AUTOMATIC INSURANCE FOR INCREASED VALUE OF "SCHEDULED AIRCRAFT" AND SPARE ENGINES AND SPARE PARTS ENDORSEMENT	AV600, 11-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
45	FORCED LANDING EXPENSE ENDORSEMENT	AV601, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
46	MECHANICS' TOOLS COVERAGE ENDORSEMENT	AV602, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
47	REMOVAL EXPENSE ENDORSEMENT	AV603, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
48	REPLACEMENT AIRCRAFT RENTAL OR LEASING EXPENSE ENDORSEMENT	AV604, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
49	RUNWAY FOAMING AND CRASH CONTROL EXPENSE ENDORSEMENT	AV605, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
50	TEMPORARY REPLACEMENT PARTS RENTAL EXPENSE ENDORSEMENT	AV606, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
51	TRIP INTERRUPTION EXPENSE ENDORSEMENT	AV607, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
52	CONTRACTUALLY REQUIRED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT	AV608, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
53	SPARE ENGINES AND SPARE PARTS AS COVERED PROPERTY ENDT	AV609, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
54	HANGARKEEPERS WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	AV610, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
55	WORK IN PROGRESS VALUATION ENDORSEMENT	AV611, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
56	LIMITED WAR RISK PHYSICAL DAMAGE & EXTORTION & HIJACKING & CONFISCATION EXTRA EXPENSE COVERAGE ENDT	AV612, 11-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

Aviation Program Filing Memorandum

With this independent filing we are introducing our new product ("Flight Plan Preferred") as an additional section for our Aviation program. The Flight Plan Preferred product is designed for use primarily with the 'Pleasure and Business' and 'Commercial' components of the General Aviation market. It is intended to provide the flexibility necessary to meet the varying needs of these market segments.

We are also revising several forms for our currently approved Aviation product ("Flight Plan Premier") approved under your department file number AR-PC-07-024065 (company filing 2007-04-0007). The Flight Plan Premier product targets the 'Industrial Aid' (i.e. corporate flight departments operating jet aircraft) segment of the General Aviation market.

These products are based on industry-standard coverages common to the General Aviation market. While both the Flight Plan Preferred and Flight Plan Premier products each consist of their own declarations, schedules, coverage form and endorsements, we have designed the forms to work interchangeably wherever appropriate.

Aviation Program Index of Forms

Form # Ed. Date	Form Title	New / Rev	Opt'l / Mand	General Description	Replaced Form # Ed. Date
AV001 Rev. 11- 07	FLIGHT PLAN PREMIER AIRCRAFT POLICY DECLARATIONS	R	M	Added Premier product name & revised Scheduled Aircraft section to match Preferred	AV001 Ed. 05-07
AV011 Rev. 11- 07	COVERAGE TERRITORY ENDORSEMENT - USA, CANADA, MEXICO AND DESCRIBED ISLANDS WITH EXCLUDED COUNTRIES OR JURISDICTIONS	R	O	Preferred & Premier: Provides a USA, Canada, Mexico and describes islands coverage territory & ability to exclude countries.	AV011 Ed. 01-07
AV012 Rev. 11- 07	COVERAGE TERRITORY ENDORSEMENT - WESTERN HEMISPHERE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	R	O	Preferred & Premier: Provides a Western Hemisphere coverage territory & ability to exclude countries.	AV012 Ed. 01-07
AV025 Ed. 11-07	VIOLATIONS OR OPERATIONAL LIMITATIONS EXCLUSION ENDT - DELETION OF CERTAIN EXCLUSIONS	N	O	Premier: revises exclusion by deleting 3 provisions	New
AV026 Ed. 11-07	SPECIFIED USAGES OF ROTORCRAFT EXCLUSION ENDORSEMENT	N	O	Preferred & Premier: Excludes coverage for several higher hazard uses of rotorcraft	New
AV028 Ed. 11-07	COVERAGE TERRITORY ENDORSEMENT - WORLDWIDE WITH EXCLUDED COUNTRIES OR JURISDICTIONS	N	O	Preferred & Premier: Provides worldwide coverage territory & ability to exclude countries.	New
AV030 Ed. 11-07	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT	N	O	Premier: Specifies that for liability coverages newly acquired aircraft are defined as scheduled aircraft	New
AV031 Ed. 11-07	DEFINITION OF SCHEDULED AIRCRAFT ENDORSEMENT - ADDITION OF TEMPORARY SUBSTITUTE AIRCRAFT FOR LIABILITY COVERAGES ONLY	N	O	Preferred & Premier: Used when Non- Owned Aircraft coverage is not included in the policy; adds temporary substitute aircraft to the definition of scheduled aircraft so such aircraft have coverage.	New
AV051 Ed. 11-07	FLIGHT PLAN PREFERRED AIRCRAFT POLICY DECLARATIONS	N	M		New
AV052 Ed. 11-07	FLIGHT PLAN PREFERRED AIRCRAFT COVERAGE FORM	N	M	Primary coverage form for Preferred	New
AV053 Ed. 11-07	SCHEDULED AIRCRAFT (CONTINUED)	N	O	Preferred & Premier: Continuation page	New
AV054 Ed. 11-07	PILOT INFORMATION (CONTINUED)	N	O	Preferred & Premier: Continuation page	New
AV116 Ed. 11-07	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO-EMPLOYEES (AV002)	N	O	Premier: Provides coverage for bodily injury to or property damage to property of fellow employees	New
AV117 Ed. 11-07	AMENDMENT OF LIMITS - EACH PASSENGER LIMIT	N	O	Premier: Provides for an each passenger limit of insurance for all bodily injury to any one passenger	New
AV120 Rev. 11- 07	FAA REPAIR STATION ENDORSEMENT	R	O	Revised paragraph reference to work with both Preferred & Premier	AV120 Ed. 01-07

Aviation Program Index of Forms

Form # Ed. Date	Form Title	New / Rev	Opt'l / Mand	General Description	Replaced Form # Ed. Date
AV200 Ed. 11-07	CARGO LIABILITY COVERAGE	N	O	Preferred: Provides liability coverage for cargo	New
AV201 Ed. 11-07	LIABILITY COVERAGE FOR CHARTER REFERRAL	N	O	Preferred: Provides liability coverage for charter referral	New
AV202 Ed. 11-07	GARAGEKEEPERS LIABILITY COVERAGE	N	O	Preferred: Provides garagekeepers liability coverage	New
AV203 Ed. 11-07	HANGARKEEPERS LIABILITY COVERAGE	N	O	Preferred: Provides hangarkeepers liability coverage	New
AV204 Ed. 11-07	INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE	N	O	Preferred: Provides liability coverage for incidental medical malpractice exposure	New
AV205 Ed. 11-07	HOST LIQUOR LIABILITY COVERAGE	N	O	Preferred: Provides coverage for host liquor liability exposure	New
AV206 Ed. 11-07	MEDICAL PAYMENTS COVERAGE FOR AVIATION PREMISES	N	O	Preferred: Provides aviation premises medical payments coverage	New
AV207 Ed. 11-07	LIABILITY COVERAGE FOR MOBILE EQUIPMENT	N	O	Preferred: Provides liability coverage arising from the ownership, maintenance or use of mobile equipment	New
AV208 Ed. 11-07	PASSENGER VOLUNTARY SETTLEMENTS COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT	N	O	Preferred: Provides passenger voluntary settlements coverage for passengers and/or crew	New
AV209 Ed. 11-07	LIABILITY COVERAGE FOR PROPERTY DAMAGE BY FIRE	N	O	Preferred: Provides liability coverage for property damage caused by fire	New
AV210 Ed. 11-07	LIABILITY COVERAGE FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS	N	O	Preferred: Provides liability coverage for property damage to hangars and the hangar's contents	New
AV211 Ed. 11-07	LIABILITY FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT	N	O	Preferred: Provides liability coverage for property damage to non-owned aircraft	New
AV212 Ed. 11-07	COVERAGE FOR PERSONAL EFFECTS AND BAGGAGE LOSS OR DAMAGE	N	O	Preferred: Provides liability coverage for lost or damaged baggage and personal effects of passengers	New
AV213 Ed. 11-07	LIABILITY COVERAGE FOR THE SALE OF AIRCRAFT AND AIRCRAFT PRODUCTS AND SERVICES	N	O	Preferred: Provides liability coverage for the sale of aircraft or furnishing of aircraft products and services. Injury or damage must occur away from aviation premises and after physical possession has been relinquished to others.	New
AV214 Ed. 11-07	COVERAGE FOR SEARCH AND RESCUE EXPENSES	N	O	Preferred: Provides coverage for reimbursement of incurred expenses for search and rescue operations of passengers	New

Aviation Program Index of Forms

Form # Ed. Date	Form Title	New / Rev	Opt'l / Mand	General Description	Replaced Form # Ed. Date
AV215 Ed. 11-07	LIABILITY COVERAGE FOR PERSONAL INJURY	N	O	Preferred: Provides liability coverage for personal injury arising out of aviation operations	New
AV216 Ed. 11-07	LIABILITY COVERAGE FOR USE OF AN AUTO ON AVIATION PREMISES	N	O	Preferred: Provides liability coverage for use of an auto while on aviation premises	New
AV217 Ed. 11-07	PARACHUTING OR SKYDIVING EXCLUSION	N	O	Preferred: Excludes coverage for injury or damage arising out of parachuting or skydiving	New
AV218 Ed. 11-07	COVERAGE FOR BODILY INJURY TO OR PROPERTY DAMAGE TO PROPERTY OF CO-EMPLOYEES (AV052)	N	O	Preferred: Provides coverage for bodily injury to or property damage to property of fellow employees	New
AV219 Ed. 11-07	LIABILITY COVERAGE FOR CONTRACTUAL AGREEMENTS	N	O	Preferred: Provides liability coverage for damages assumed in an insured contract	New
AV220 Ed. 11-07	HOLDING ENTITY ENDORSEMENT	N	O	Preferred: Excludes coverage for bodily injury to certain persons	New
AV222 Ed. 11-07	LIMITED NUCLEAR RISKS EXCLUSION ENDT	N	O	Preferred: Provides liability coverage for certain nuclear risks exposures	New
AV223 Ed. 11-07	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT - OCCURRENCE LIMIT	N	O	Preferred: Provides liability coverage for certain war, hijacking and other related perils with an each occurrence limit	New
AV224 Ed. 11-07	LIMITED WAR, HIJACKING, STRIKES, RIOTS OR GOVT ACTION EXCLUSION ENDT - AGGREGATE LIMIT	N	O	Preferred: Provides liability coverage for certain war, hijacking and other related perils with an aggregate limit	New
AV225 Ed. 11-07	LIMITED DATE RECOGNITION EXCLUSION ENDT	N	O	Preferred: Provides coverage for certain date recognition exposures	New
AV226 Ed. 11-07	CONSEQUENTIAL LOSS EXCLUSION	N	O	Preferred: Excludes coverage for injury or damage arising out of the interruption of or change in service of certain power, energy, fuel, broadcasting or similar transmissions.	New
AV227 Ed. 11-07	LIABILITY COVERAGE FOR SCHEDULED AND NON-OWNED AIRCRAFT OTHER THAN PASSENGER LIABILITY	N	O	Preferred: Limits liability coverage for bodily injury to persons other than passengers	New
AV507 Rev. 11-07	WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	R	O	Added design & modification to waiver exception	AV507 Ed. 01-07
AV600 Ed. 11-07	AUTOMATIC INSURANCE FOR INCREASED VALUE OF "SCHEDULED AIRCRAFT" AND SPARE ENGINES AND SPARE PARTS ENDORSEMENT	N	O	Preferred: Provides coverage for increased value of scheduled aircraft due to modifications or additional spare engines and parts	New
AV601 Ed. 11-07	FORCED LANDING EXPENSE ENDORSEMENT	N	O	Preferred: Provides for reimbursement of reasonable expenses to move an aircraft due to its forced landing	New

**Aviation Program
Index of Forms**

Form # Ed. Date	Form Title	New / Rev	Opt'l / Mand	General Description	Replaced Form # Ed. Date
AV602 Ed. 11-07	MECHANICS' TOOLS COVERAGE ENDORSEMENT	N	O	Preferred: Provides coverage for mechanics tools	New
AV603 Ed. 11-07	REMOVAL EXPENSE ENDORSEMENT	N	O	Preferred: Provides for reimbursement of reasonable expenses to remove or dispose of the wreck of an aircraft which is a total loss	New
AV604 Ed. 11-07	REPLACEMENT AIRCRAFT RENTAL OR LEASING EXPENSE ENDORSEMENT	N	O	Preferred: Provides coverage for reasonable rental or leasing expense for replacement aircraft during the period of repair of a covered aircraft	New
AV605 Ed. 11-07	RUNWAY FOAMING AND CRASH CONTROL EXPENSE ENDORSEMENT	N	O	Preferred: Provides for reimbursement of actual cost for runway or aircraft foaming, fire or crash control	New
AV606 Ed. 11-07	TEMPORARY REPLACEMENT PARTS RENTAL EXPENSE ENDORSEMENT	N	O	Preferred: Provides coverage for reasonable additional expenses to rent temporary replacement component parts during the period of repair of a covered aircraft	New
AV607 Ed. 11-07	TRIP INTERRUPTION EXPENSE ENDORSEMENT	N	O	Preferred: Provides for reimbursement of reasonable expenses to cover passengers' food, travel and lodging if a trip by a covered aircraft is interrupted	New
AV608 Ed. 11-07	CONTRACTUALLY REQUIRED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT	N	O	Preferred: Makes this insurance primary to other insurance which covers the person or organization shown	New
AV609 Ed. 11-07	SPARE ENGINES AND SPARE PARTS AS COVERED PROPERTY ENDT	N	O	Preferred: Adds coverage for spare engines and spare parts on aviation premises as part of covered property; also explains how the value of such property will be determined	New
AV610 Ed. 11-07	HANGARKEEPERS WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT	N	O	Preferred: Waives our right of recovery against the person or organization shown for loss caused by the hanging of a covered aircraft	New
AV611 Ed. 11-07	WORK IN PROGRESS VALUATION ENDORSEMENT	N	O	Preferred: Specifies how loss to covered aircraft undergoing overhaul or modification will be valued	New
AV612 Ed. 11-07	LIMITED WAR RISK PHYSICAL DAMAGE & EXTORTION & HIJACKING & CONFISCATION EXTRA EXPENSE COVERAGE ENDT	N	O	Preferred: Provides physical damage coverage for certain war risks, hijacking and other related perils	New